

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mrs. Veronica Robles-Solis**, President  
**Ms. Jarely Lopez**, Clerk, Clerk  
**Ms. Monica Madrigal Lopez**, Member  
**Ms. Debra M. Cordes**, Member  
**Ms. MaryAnn Rodriguez**, Member

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Ms. Valerie Mitchell, MPPA**  
Interim Assistant Superintendent,  
Business & Fiscal Services

## AGENDA REGULAR BOARD MEETING Wednesday, October 19, 2022

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](https://osdtv.oxnardsd.org)

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

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

October 19, 2022

## **Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

Lopez \_\_\_, Robles-Solis \_\_\_, Madrigal Lopez \_\_\_, Cordes \_\_\_

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

Dr. Andres Duran, Principal, Ramona School, will introduce Nicholas Cervantes, 4th grade student in Ms. Decker's class at Ramona, who will lead the audience in the Pledge of Allegiance in.

### **A.3. District's Vision and Mission Statement**

The District's Mission and Vision Statement will be read in English and Spanish by Jaylee Gomez, 4th grade student in Ms. Escobar and Mr. Olson's class at Ramona School.

### **A.4. Presentation by Ramona School**

Dr. Andres Duran, Principal, Ramona School, will provide a short presentation to the Board regarding Ramona. 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:

Lopez \_\_\_, Robles-Solis \_\_\_, Madrigal Lopez \_\_\_, Cordes \_\_\_

### **A.6. Study Session - School Resource Officers (Aguilera-Fort/Nocero)**

The Director, Pupil Services, will provide a presentation regarding School Resource Officers.

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

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

### **A.8. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- Anticipated Litigation:

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

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
    - Public Employee(s) Discipline/Dismissal/Release
    - Public Employee Appointment
      - Assistant Superintendent, Human Resources

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

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

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

**A.11. Oath of Office (Aguilera-Fort)**

Superintendent Aguilera-Fort will administer the Oath of Office to Ms. MaryAnn Rodriguez, who was appointed on October 10, 2022 to fill the Oxnard School District Board of Trustees Area 1 vacancy.

**A.12. Recess**

There will be a brief recess for purposes of reorganization.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

**Section C: CONSENT AGENDA**

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted

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

upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_

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

**C.1. Enrollment Report (Mitchell)**

District enrollment as of September 30, 2022 was 14,104. This is 279 less than the same time last year.

**C.2. Actuarial Study of Retiree Health Liabilities (Mitchell/Crandall Plasencia)**

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

**C.3. Purchase Order/Draft Payment Report #22-02 (Mitchell /Franz)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-02, as submitted.

**C.4. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, First Quarter (Carroll)**

It is the recommendation of the Director, Certificated Human Resources, that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, First quarter, as presented.

**C.5. Establishment and Abolishment of Positions (Carroll/Torres)**

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

**C.6. Personnel Actions (Carroll/Torres)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.7. Approval of Agreement #22-153, LingPerfect Translations, 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

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#22-153 with LingPerfect Translations, Inc., to provide professional translation and over-the-phone interpretation services in over 150 languages to ensure all families and community members have access to all information necessary to engage as educational partners, October 20, 2022 – June 30, 2023, in the amount not to exceed \$5,000.00, to be paid out of Title 1 funds.

**C.8. Approval of Agreement #22-156 – School PR Pro (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, that the Board of Trustees approve Agreement #22-156 with School PR Pro, to provide virtual support for communication surveys and crisis communication for the Oxnard School District, October 20, 2022 through June 30, 2023, in the amount not to exceed \$10,000.00, to be paid out of Supplemental Concentration Funds.

**C.9. Approval of Agreement #22-159 - City of Oxnard/Oxnard Police Department - SRO Services Cost Sharing 2022-23 through 2024-25 (Aguilera-Fort/Nocero)**

It is the recommendation of the Superintendent and the Director, Pupil Services, that the Board of Trustees approve Agreement #22-159 with the City of Oxnard/Oxnard Police Department, to provide the services of one officer and one corporal to be assigned as SRO's to be shared throughout all schools in the district for the 2022-23 through 2024-25 school years, in the amount of \$235,851.00 per year, to be paid out of LCFF Supplemental & Concentration Funds.

**C.10. Approval of Agreement #22-160 – Francisca S. Sanchez dba/Provocative Practice (Aguilera-Fort)**

It is recommended by the Superintendent that the Board of Trustees approve Agreement #22-160 with Francisca S. Sanchez dba/Provocative Practice, to provide the district with strategic planning facilitation, design, and support services, October 20, 2022 through January 23, 2023, in the amount of \$58,450.00, to be paid out of the Unrestricted General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.11. Ratification of Amendment #004 to Agreement #17-49 with IBI Group to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #004 to Agreement #17-49, for additional Architectural Services for the Rose Avenue School Reconstruction Project, in the amount of \$204,885.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 Six-month update.

**C.12. Ratification of Amendment #1 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., to update the original rate sheet for providing supplemental staffing to the Oxnard School District on an “as needed” basis, at no additional cost.

**C.13. Ratification of Agreement #22-152 – Read.Write.Think., LLC (DeGenna/Cordes)**

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

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement #22-152 with Read.Write.Think., LLC., to provide twenty-four (24) days of Literacy Consulting to Lemonwood staff, September 8, 2022 through June 30, 2023, in the amount not to exceed \$50,400.00, to be paid out of Supplemental Concentration Funds.

**C.14. Ratification of Agreement #22-154 – N2Y, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-154 with N2Y, LLC, to provide a professional development webinar training on October 10, 2022 to Moderate Severe teachers on the Unique Learning System online, interactive, standard-based curriculum, specifically designed for students with special needs, in the amount not to exceed \$3,250.00, to be paid out of Special Education Funds.

**C.15. Ratification of Agreement/MOU #22-155 - Aspiranet (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-155 with Aspiranet, to provide Special Education Home- and School-Based Mental Health Services on an as needed basis, July 1, 2022 through June 30, 2023, in the amount of \$1,500,000.00, to be paid out of Special Education Funds.

**C.16. Ratification of Field Contract #FC-P23-02051 – EMCOR Services Mesa Energy (Mitchell/Miller)**

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Field Contract #FC-P23-02051 to EMCOR Services Mesa Energy, to provide the district with a rental chiller unit at Kamala School, including staging, delivery, and necessary parts for the installation, in the amount of \$54,261.00, to be paid out of Ongoing & Major Maintenance Funds.

**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:

- October 5, 2022 Regular Meeting
- October 10, 2022 Special Board Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_

**Section F: BOARD POLICIES**

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

**F.1. First Reading – Revisions to E 9270 Conflict of Interest (Mitchell)**

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

The Interim Assistant Superintendent, Business & Fiscal Services, will present the revisions to E 9270. The final revisions will be presented for second reading and adoption at the November 2, 2022 Board meeting.

**Section G: CONCLUSION**

**G.1. Superintendent’s Report (3 minutes)**

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

**G.2. Trustees’ Announcements (3 minutes each speaker)**

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

**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

Time Adjourned \_\_\_\_\_

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_

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, October 14, 2022.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

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

**Study Session - School Resource Officers (Nocero)**

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The Director, Pupil Services, will provide a presentation regarding School Resource Officers.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None - information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section A: Preliminary

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

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Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Human Resources. 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:** October 19, 2022

**Agenda Section:** Section A: Preliminary

### **Closed Session**

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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 Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Assistant Superintendent, Human Resources

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section A: Preliminary

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

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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:** October 19, 2022

**Agenda Section:** Section A: Preliminary

### **Report Out of Closed Session**

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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:** Karling Aguilera-Fort, Ed.D.

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section A: Preliminary

### **Oath of Office (Aguilera-Fort)**

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Superintendent Aguilera-Fort will administer the Oath of Office to Ms. MaryAnn Rodriguez, who was appointed on October 10, 2022 to fill the Oxnard School District Board of Trustees Area 1 vacancy.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is recommended that the Superintendent administer the Oath of Office to newly appointed Board member MaryAnn Rodriguez, as outlined above.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section A: Preliminary

### **Recess**

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There will be a brief recess for purposes of reorganization.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**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:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

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

### **Enrollment Report (Mitchell)**

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District enrollment as of September 30, 2022 was 14,104. This is 279 less than the same time last year.

#### **FISCAL IMPACT:**

None.

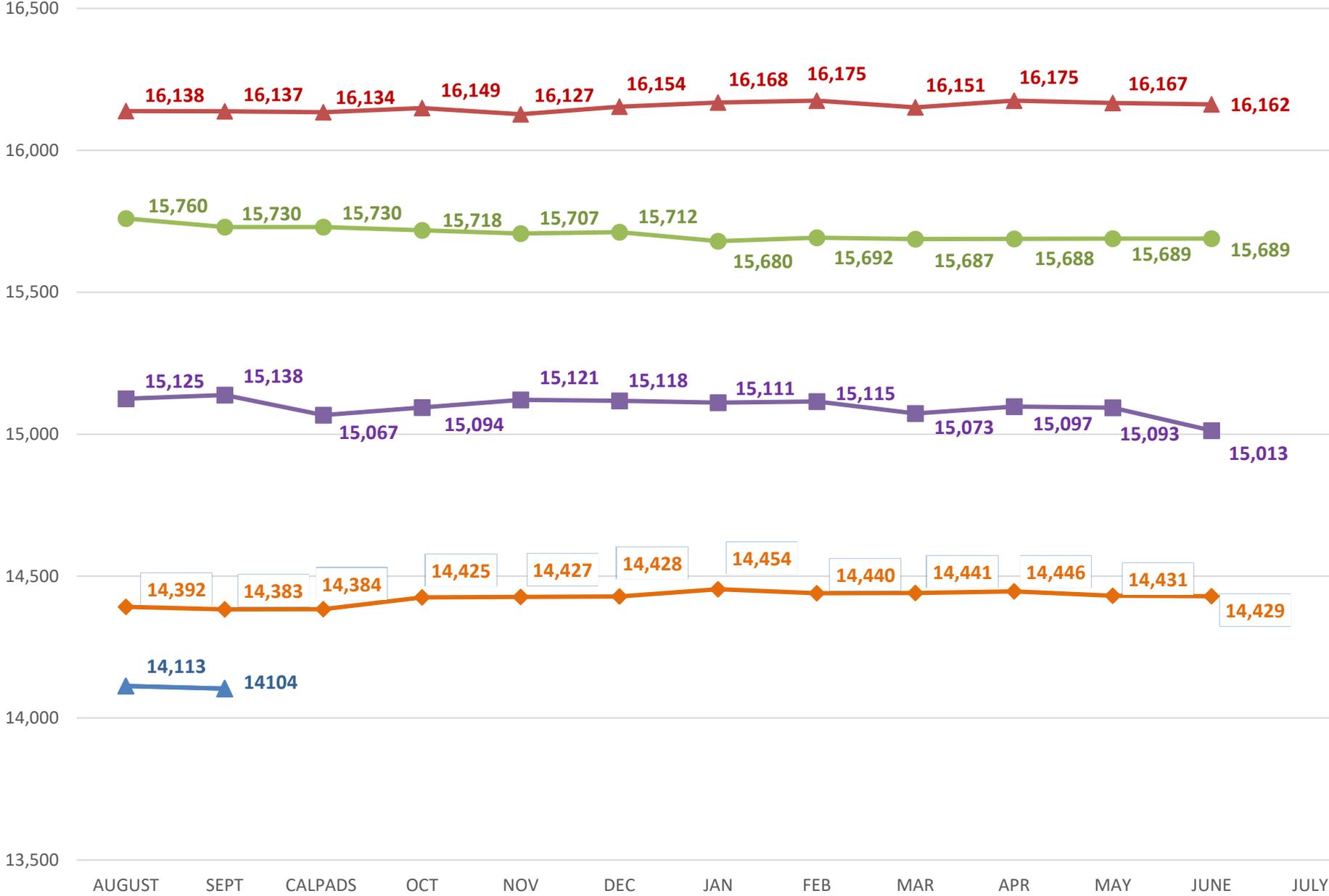
#### **RECOMMENDATION:**

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



▲ 2018-19 Actual    
 ● 2019-20 Actual    
 ■ 2020-21 Actual    
 ◆ 2021-22 Actual    
 ▲ 2022-23 Actual

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

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

### **Actuarial Study of Retiree Health Liabilities (Mitchell/Crandall Plasencia)**

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Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

None – Information Only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Actuarial Study of Retiree Health Liabilities \(29 pages\)](#)

**Oxnard School District**  
**Actuarial Study of**  
**Retiree Health Liabilities Under GASB 74/75**  
**Roll-forward Valuation**  
**Valuation Date: June 30, 2021**  
**Measurement Date: June 30, 2022**  
**For Fiscal Year-End: June 30, 2022**

*Prepared by:*  
*Total Compensation Systems, Inc.*

*Date: October 5, 2022*

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**Oxnard School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Oxnard School District to determine the liabilities associated with its current retiree health program as of a June 30, 2022 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2022. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2022 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2023 measurement date is provided on page 13.

**B. Key Results**

Oxnard SD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2022 will be used directly for the June 30, 2022 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>	<i>June 30, 2021 Measurement Date for June 30, 2021 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$107,747,770	\$116,493,007
Fiduciary Net Position (FNP)	\$7,667,433	\$7,111,740
Net OPEB Liability (NOL)	\$100,080,337	\$109,381,267
Service Cost <i>(for year following)</i>	\$4,771,822	\$6,001,980
Estimated Pay-as-you-go Cost <i>(for year following)</i>	\$4,143,849	\$3,775,260
GASB 75 OPEB Expense <i>(for year ending)</i>	\$8,755,279	\$8,651,897

Refer to results section beginning on page 10 or the glossary on page 26 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>	<i>June 30, 2021 Measurement Date for June 30, 2021 Fiscal Year-End</i>
Valuation Interest Rate	3.54%	2.16%
Expected Rate of Return on Assets	3.54%	2.16%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

## Total Compensation Systems, Inc.

### C. Summary of GASB 75 Accounting Results

#### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2021 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2022 NOL. A more detailed version of this table can be found on page 12.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2021 Measurement Date</b>	<b>\$116,493,007</b>	<b>\$7,111,740</b>	<b>\$109,381,267</b>
Service Cost	\$6,001,980	\$0	\$6,001,980
Interest on TOL / Return on FNP	\$2,540,298	\$29,936	\$2,510,362
Employer Contributions*	\$0	\$4,395,269	(\$4,395,269)
Benefit Payments*	(\$3,869,512)	(\$3,869,512)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	\$94,252	\$0	\$94,252
Changes in Assumptions	(\$13,512,255)	\$0	(\$13,512,255)
Other	\$0	\$0	\$0
Net Change	(\$8,745,237)	\$555,693	(\$9,300,930)
<b>Actual Balance at June 30, 2022 Measurement Date</b>	<b>\$107,747,770</b>	<b>\$7,667,433</b>	<b>\$100,080,337</b>

\* Includes \$615,730 due to implied rate subsidy.

#### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 23.

<b>Balances at June 30, 2022 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$18,194,418	(\$7,630,276)
Changes in assumptions	\$6,549,684	(\$13,316,804)
Differences between projected and actual return on assets	\$273,237	\$0
<b>Total</b>	<b>\$25,017,339</b>	<b>(\$20,947,080)</b>

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2023	\$3,626,424	(\$3,306,124)
2024	\$3,584,583	(\$3,306,124)
2025	\$3,557,185	(\$3,306,124)
2026	\$3,532,809	(\$3,306,124)
2027	\$3,388,743	(\$2,271,568)
Thereafter	\$7,327,595	(\$5,451,016)
<b>Total</b>	<b>\$25,017,339</b>	<b>(\$20,947,080)</b>

## Total Compensation Systems, Inc.

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### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2022</b>	<i>Expense Component</i>
Service Cost	\$6,001,980
Interest Cost	\$2,540,298
Expected Return on Assets	(\$159,292)
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	\$541,611
Recognition of Assumption Change Deferrals	(\$340,794)
Recognition of Investment (Gain)/Loss Deferrals	\$171,476
Employee Contributions	\$0
Changes in Benefit Terms	\$0
<b>Net OPEB Expense for fiscal year ending June 30, 2022</b>	<b>\$8,755,279</b>

### 4. Adjustments

We are unaware of any adjustments that need to be made.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2022 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	\$110,096,320	\$86,673,145
Current Assumption	\$100,080,337	\$100,080,337
1% Increase in Assumption	\$92,954,318	\$115,321,454

# Total Compensation Systems, Inc.

## D. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to all OEA employees and non-OEA employees hired prior to July 1, 2012. Non-OEA employees hired on or after July 1, 2012 have no entitlement to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65 <sup>(1)</sup>	To age 69	To age 65 <sup>(1)</sup>
Required Service	8 years <sup>(2)</sup>	15 years <sup>(3)</sup>	8 years <sup>(2)</sup>	8 years <sup>(2)</sup>
Minimum Age	55	55	55	55
Dependent Coverage	No <sup>(4)</sup>	Yes	Yes	No <sup>(4)</sup>
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement <sup>(5)</sup>	None	None

<sup>(1)</sup>To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

<sup>(2)</sup>This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

<sup>(3)</sup>For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

<sup>(4)</sup>Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

<sup>(5)</sup>Affects CSEA members who were employed on or after 8/1/05.

## E. Summary of Valuation Data

Because this is a roll-forward valuation, this report is based on census data previously provided to us as of July, 2021 for the June 30, 2021 full valuation. Distributions of participants by age and service can be found on page 17. For non-lifetime benefits, the active count below excludes employees for whom it was not possible to receive retiree benefits (e.g. employees who were already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Valuation Year</b>
	<i>June 30, 2021 Valuation Date</i>
	<i>June 30, 2022 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>	
Count	1006
Average Age	47.3
Average Years of Service	16.6
<b>Retirees currently receiving benefits</b>	
Count	239
Average Age	64.7

We were not provided with information about any terminated, vested employees.

## Total Compensation Systems, Inc.

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### F. Certification

The actuarial information in this report is intended solely to assist Oxnard SD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Oxnard SD. Release of this report may be subject to provisions of the Agreement between Oxnard SD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2021 to June 30, 2022, using a measurement date of June 30, 2022. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Oxnard SD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of

## Total Compensation Systems, Inc.

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Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Will Kane, FSA, EA, MAAA  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700

## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2022 at 3.54% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2022 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

## Total Compensation Systems, Inc.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

## Total Compensation Systems, Inc.

### F. Valuation Results

This section details the measured values of the concepts described on the previous pages. Because this is a roll-forward valuation, the results shown in this section do not match the overall results as of the measurement date.

#### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

##### **Actuarial Present Value of Projected Benefit Payments as of June 30, 2021 Valuation Date**

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65 Benefit	\$94,874,515	\$62,041,886	\$28,985,133	\$2,941,790	\$905,706
Post-65 Benefit	\$51,631,384	\$40,980,385	\$8,656,057	\$1,717,945	\$276,997
Subtotal	\$146,505,899	\$103,022,271	\$37,641,190	\$4,659,735	\$1,182,703
Retiree: Pre-65 Benefit	\$6,087,108	\$2,877,921	\$2,745,924	\$246,380	\$216,883
Post-65 Benefit	\$9,056,100	\$5,801,458	\$2,372,308	\$462,429	\$419,905
Subtotal	\$15,143,208	\$8,679,379	\$5,118,232	\$708,809	\$636,788
Grand Total	\$161,649,107	\$111,701,650	\$42,759,422	\$5,368,544	\$1,819,491
Subtotal Pre-65 Benefit	\$100,961,623	\$64,919,807	\$31,731,057	\$3,188,170	\$1,122,589
Subtotal Post-65 Benefit	\$60,687,484	\$46,781,843	\$11,028,365	\$2,180,374	\$696,902

#### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

##### **Service Cost Valuation Year Beginning July 1, 2021**

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
# of Eligible Employees	1,006	681	289	27	9
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$2,997,336	\$2,067,516	\$820,182	\$81,999	\$27,639
Post-65 Benefit	\$1,646,773	\$1,382,430	\$217,039	\$40,365	\$6,939
Total	\$4,644,109	\$3,449,946	\$1,037,221	\$122,364	\$34,578

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

## Total Compensation Systems, Inc.

### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2021 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65 Benefit	57,676,790	\$34,717,559	\$20,148,295	\$2,180,923	\$630,013
Active: Post-65 Benefit	\$31,518,625	\$23,042,412	\$6,908,505	\$1,352,904	\$214,804
Subtotal	\$89,195,415	\$57,759,971	\$27,056,800	\$3,533,827	\$844,817
Retiree: Pre-65 Benefit	\$6,087,108	\$2,877,921	\$2,745,924	\$246,380	\$216,883
Retiree: Post-65 Benefit	\$9,056,100	\$5,801,458	\$2,372,308	\$462,429	\$419,905
Subtotal	\$15,143,208	\$8,679,379	\$5,118,232	\$708,809	\$636,788
Subtotal: Pre-65 Benefit	\$63,763,898	\$37,595,480	\$22,894,219	\$2,427,303	\$846,896
Subtotal: Post-65 Benefit	\$40,574,725	\$28,843,870	\$9,280,813	\$1,815,333	\$634,709
Total OPEB Liability (TOL)	\$104,338,623	\$66,439,350	\$32,175,032	\$4,242,636	\$1,481,605
Fiduciary Net Position as of June 30, 2021	\$7,111,740				
Net OPEB Liability (NOL)	\$97,226,883				

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *inaccurate*. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
2021	\$3,775,260	\$2,267,821	\$1,148,063	\$196,408	\$162,968
2022	\$4,143,849	\$2,430,747	\$1,362,378	\$209,954	\$140,770
2023	\$4,485,438	\$2,645,897	\$1,494,199	\$219,504	\$125,838
2024	\$4,729,144	\$2,788,536	\$1,575,442	\$227,013	\$138,153
2025	\$5,082,370	\$3,027,597	\$1,692,051	\$241,180	\$121,542
2026	\$5,471,490	\$3,274,138	\$1,864,553	\$251,113	\$81,686
2027	\$5,905,794	\$3,563,114	\$2,003,658	\$262,091	\$76,931
2028	\$6,447,583	\$3,927,161	\$2,115,539	\$300,409	\$104,474
2029	\$7,037,047	\$4,453,660	\$2,163,136	\$314,923	\$105,328
2030	\$7,580,412	\$4,799,088	\$2,300,956	\$357,184	\$123,184

## Total Compensation Systems, Inc.

### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2021 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2022 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2021</b>	<b>\$116,493,007</b>	<b>\$7,111,740</b>	<b>\$109,381,267</b>
Service Cost	\$6,001,980	\$0	\$6,001,980
Interest on Total OPEB Liability	\$2,540,298	\$0	\$2,540,298
Expected Investment Income	\$0	\$159,292	(\$159,292)
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$3,779,539	(\$3,779,539)
Employer Contributions as Benefit Payments***	\$0	\$615,730	(\$615,730)
Actual Benefit Payments from Trust	(\$3,253,782)	(\$3,253,782)	\$0
Actual Benefit Payments from Employer***	(\$615,730)	(\$615,730)	\$0
Expected Minus Actual Benefit Payments**	\$94,252	\$0	\$94,252
<b>Expected Balance at June 30, 2022</b>	<b>\$121,260,025</b>	<b>\$7,796,789</b>	<b>\$113,463,236</b>
Experience (Gains)/Losses	\$0	\$0	\$0
Changes in Assumptions	(\$13,512,255)	\$0	(\$13,512,255)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$129,356)	\$129,356
Other	\$0	\$0	\$0
Net Change during 2022	(\$8,745,237)	\$555,693	(\$9,300,930)
<b>Actual Balance at June 30, 2022*</b>	<b>\$107,747,770</b>	<b>\$7,667,433</b>	<b>\$100,080,337</b>

\* May include a slight rounding error.

\*\* Deferrable as an Experience Gain or Loss.

\*\*\* Includes \$615,730 due to implied rate subsidy.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown beginning on page 23. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2022

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	\$11,011,501	\$94,252	(\$541,611)	\$10,564,142
Assumption Changes	\$6,404,341	(\$13,512,255)	\$340,794	(\$6,767,120)
Investment (Gains)/Losses	\$315,357	\$129,356	(\$171,476)	\$273,237
Deferred Balances	\$17,731,199	(\$13,288,647)	(\$372,293)	\$4,070,259

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

### OPEB Expense Fiscal Year Ending June 30, 2022

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$109,381,267	\$100,080,337	(\$9,300,930)
Deferred Balances	\$17,731,199	\$4,070,259	(\$13,660,940)
Net Position	\$91,650,068	\$96,010,078	\$4,360,010
Adjust Out Employer Contributions			\$4,395,269
OPEB Expense			\$8,755,279

# Total Compensation Systems, Inc.

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## H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Oxnard SD will be a full valuation with a measurement date of June 30, 2023 which will be used for the fiscal year ending June 30, 2023.

**PART III: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

**A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

## Total Compensation Systems, Inc.

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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 3.54% per year net of expenses. This is based on assumed long-term return on employer assets.. We used the “Building Block Method”. (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

**TREND:** We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

**FIDUCIARY NET POSITION (FNP):** The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

#### **Fiduciary Net Position as of June 30, 2022**

	<u>06/30/2021</u>	<u>06/30/2022</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$7,111,740	\$7,667,433
Capital Assets	\$0	\$0
Total Assets	\$7,111,740	\$7,667,433
Benefits Payable	\$0	\$0
Fiduciary Net Position	\$7,111,740	\$7,667,433

## Total Compensation Systems, Inc.

### **C. NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2020 CalSTRS Mortality
Classified	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2017 CalPERS Mortality for Miscellaneous and Schools Employees

#### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2020 CalSTRS 2.0% @60 Rates
Classified	2017 CalPERS 2.0% @55 Rates for Schools Employees
Miscellaneous	2017 CalPERS 2.0% @55 Rates for Schools Employees

#### **COSTS FOR RETIREE COVERAGE**

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 52.9% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	Employer portion of premium: \$18,092	\$17,655
	Implied rate subsidy: \$8,778	
Classified	Employer portion of premium: \$16,810	\$12,328
	Implied rate subsidy: \$8,021	
Management	Employer portion of premium: \$18,092	\$17,655
	Implied rate subsidy: \$8,778	
School Services	Employer portion of premium: \$16,810	\$12,328
	Implied rate subsidy: \$8,021	

#### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

#### **TURNOVER**

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2020 CalSTRS Termination Rates
Classified	2017 CalPERS Termination Rates for School Employees
Miscellaneous	2017 CalPERS Termination Rates for School Employees

#### **SPOUSE PREVALENCE**

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

#### **SPOUSE AGES**

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

#### **AGING FACTORS**

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

# Total Compensation Systems, Inc.

## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 25	0	0	0	0	0
25 – 29	29	25	4	0	0
30 – 34	94	72	22	0	0
35 – 39	100	69	28	3	0
40 – 44	195	124	63	5	3
45 – 49	179	123	50	6	0
50 – 54	165	114	42	4	5
55 – 59	141	93	42	6	0
60 – 64	81	49	28	3	1
65 and older	22	12	10	0	0
Total	1006	681	289	27	9

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	0							
25 – 29	29	21	8					
30 – 34	94	35	35	20	4			
35 – 39	100	14	21	45	19	1		
40 – 44	195	20	23	56	64	29	3	
45 – 49	179	9	17	24	51	73	4	1
50 – 54	165	11	11	10	30	71	22	10
55 – 59	141	7	7	11	21	47	22	24
60 – 64	81	5	7	6	12	20	15	9
65 and older	22		1		5	12		4
Total	1006	122	130	172	206	253	66	44

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 50	0	0	0	0	0
50 – 54	2	0	2	0	0
55 – 59	13	6	6	1	0
60 – 64	70	38	25	3	4
65 – 69	154	97	43	10	4
70 – 74	0	0	0	0	0
75 – 79	0	0	0	0	0
80 – 84	0	0	0	0	0
85 – 89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	239	141	76	14	8

### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD's practices, it is possible that Oxnard SD is already complying with some or all of these suggestions.

- We suggest that Oxnard SD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	239
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1006
Total Number of participants	1245

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.
Mortality Table	2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2017 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

### Turnover Tables

Turnover Table	2017 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

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Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$86,673,145	\$100,080,337	\$115,321,454

### Paragraph 53:

#### Discount Rate

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.54% was used in the valuation. The interest rate used in the prior valuation was 2.16%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 20 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We did not offset the discount rate by investment expenses.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2022 resulting in a rate of 3.54%.

53.e: We used the municipal bond rate beyond 2 years to result in an equivalent valuation rate of 3.54%.

53.f: Following is the assumed asset allocation and assumed rate of return for each.  
Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.2500
Long-Term Corporate Bonds	30.0000	5.0450
Long-Term Government Bonds	30.0000	4.2500
Short-Term Government Bonds	10.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

## Total Compensation Systems, Inc.

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	Discount Rate	Valuation	Discount Rate
	1% Lower	Discount Rate	1% Higher
Net OPEB Liability	\$110,096,320	\$100,080,337	\$92,954,318

**Paragraph 55:**            **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

**Paragraph 56:**            **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2021.

          The measurement date is June 30, 2022.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 2.16% to 3.54%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

**Paragraph 57:**            **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

**Paragraph 58:**            **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

**Paragraph 244:**            **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

## Total Compensation Systems, Inc.

### APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

#### EXPERIENCE GAINS AND LOSSES

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Experience Gains and Losses  
(Measurement Periods)**

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	2022	Amounts to be Recognized in OPEB Expense after 2022	2023	2024	2025	2026	2027	Thereafter
2017-18	(\$85,492)	10.2	(\$33,528)	(\$8,382)	(\$43,582)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$1,672)
2018-19	(\$14,483,694)	8.4	(\$5,172,750)	(\$1,724,250)	(\$7,586,694)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$689,694)	
2019-20	\$28,855	8.4	\$6,872	\$3,436	\$18,547	\$3,436	\$3,436	\$3,436	\$3,436	\$3,436	\$1,367
2020-21	\$22,613,807	10	\$2,261,381	\$2,261,381	\$18,091,045	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$6,784,140
2021-22	\$94,252	10	\$0	\$9,426	\$84,826	\$9,426	\$9,426	\$9,426	\$9,426	\$9,426	\$37,696
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$2,938,025)</b>	<b>\$541,611</b>	<b>\$10,564,142</b>	<b>\$541,611</b>	<b>\$541,611</b>	<b>\$541,611</b>	<b>\$541,611</b>	<b>\$1,576,167</b>	<b>\$6,821,531</b>

## Total Compensation Systems, Inc.

### CHANGES OF ASSUMPTIONS

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	Amounts to be Recognized in OPEB Expense after 2022								
				2022	2023	2024	2025	2026	2027	Thereafter		
2017-18	(\$2,267,105)	10.2	(\$889,064)	(\$222,266)	(\$1,155,775)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$44,445)
2018-19	\$1,654,667	8.4	\$590,955	\$196,985	\$866,727	\$196,985	\$196,985	\$196,985	\$196,985	\$196,985	\$78,787	
2019-20	\$8,408,860	8.4	\$2,002,110	\$1,001,055	\$5,405,695	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$400,420
2020-21	\$346,578	10	\$34,658	\$34,658	\$277,262	\$34,658	\$34,658	\$34,658	\$34,658	\$34,658	\$34,658	\$103,972
2021-22	(\$13,512,255)	10	\$0	(\$1,351,226)	(\$12,161,029)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$5,404,899)
Net Increase (Decrease) in OPEB Expense			<b>\$1,738,659</b>	<b>(\$340,794)</b>	<b>(\$6,767,120)</b>	<b>(\$340,794)</b>	<b>(\$340,794)</b>	<b>(\$340,794)</b>	<b>(\$340,794)</b>	<b>(\$340,794)</b>	<b>(\$458,992)</b>	<b>(\$4,944,952)</b>

# Total Compensation Systems, Inc.

## INVESTMENT GAINS AND LOSSES

### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2021	2022	Amounts to be Recognized in OPEB Expense after 2022	2023	2024	2025	2026	2027	Thereafter
2017-18	\$259,969	5	\$207,976	\$51,993	\$0						
2018-19	\$209,205	5	\$125,523	\$41,841	\$41,841	\$41,841					
2019-20	\$136,985	5	\$54,794	\$27,397	\$54,794	\$27,397	\$27,397				
2020-21	\$121,864	5	\$24,373	\$24,373	\$73,118	\$24,373	\$24,373	\$24,372			
2021-22	\$129,356	5	\$0	\$25,872	\$103,484	\$25,872	\$25,872	\$25,872	\$25,868		
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$412,666</b>	<b>\$171,476</b>	<b>\$273,237</b>	<b>\$119,483</b>	<b>\$77,642</b>	<b>\$50,244</b>	<b>\$25,868</b>	<b>\$0</b>	<b>\$0</b>

# Total Compensation Systems, Inc.

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## APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

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

### **Purchase Order/Draft Payment Report #22-02 (Mitchell /Franz)**

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

1. A listing of Purchase orders issued 08/23/2022 through 10/05/2022 for the 2022-2023 school year, for \$14,062,582.43.
2. There are no Draft Payments issued from 08/23/2022 through 10/05/2022, for the 2022-2023 school year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-02 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #22-02 \(25 Pages\)](#)

## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00006	Gold Star Foods	640	SUP	130-9320	42.48
NP23-00007	Gold Star Foods	640	SUP	130-9320	12,677.87
NP23-00008	P And R Paper Supply Co	640	MATL/SUP	130-9320	9,378.70
NP23-00009	Gold Star Foods	640	SUP	130-9320	684.40
NP23-00010	Gold Star Foods	640	SUP	130-9320	273.76
NP23-00011	P And R Paper Supply Co	640	MATL/SUP	130-9320	16,311.70
NP23-00012	P And R Paper Supply Co	640	MATL/SUP	130-9320	4,075.58
NP23-00013	Gold Star Foods	640	SUP	130-9320	636.75
NP23-00014	Gold Star Foods	640	SUP	130-9320	448.40
NP23-00015	Gold Star Foods	640	SUP	130-9320	457.84
NP23-00016	Gold Star Foods	640	SUP	130-9320	4,961.04
NP23-00017	Gold Star Foods	640	SUP	130-9320	1,306.56
NP23-00018	P And R Paper Supply Co	640	MATL/SUP	130-9320	6,985.62
NP23-00019	P And R Paper Supply Co	640	SUP	130-9320	11,764.61
P22-04541	Ventura Co Office Of Education	380	SERV (KG062008)	010-9510	13,255.88
P23-01168	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,420.19
P23-01169	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,420.19
P23-01170	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,450.12
P23-01171	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	6,825.89
P23-01172	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,494.53
P23-01173	Learning Without Tears	ERC	LCAP 1.29 Textbook and Instructional Materials	010-4100	3,212.34
P23-01174	Amazon Com	380	MAT/SUP LCAP 1.30	010-4300	563.60
P23-01175	Amazon Com	380	MAT/SUP LCAP 1.30	010-4300	1,487.12
P23-01176	Amazon Com	380	MAT/SUP LCAP 1.30	010-4300	922.26
P23-01177	Amazon Com	380	Furn (LCAP 1.30)	010-4300	209.89
P23-01178	Amazon Com	380	MAT/SUP LCAP 1.30	010-4300	1,547.83
P23-01179	Amazon Com	380	MAT/SUP (LCAP 1.30)	010-4300	238.49
P23-01180	Amazon Com	380	MAT/SUP (LCAP 1.30)	010-4300	695.03
P23-01181	FLAGHOUSE INC	380	MAT/SUP (LCAP 1.30)	010-4300	568.64
P23-01182	VANAMAN GERMAN LLP	380	SERV-ATTORNEY FEES(SPED:YR)	010-5899	3,000.00
P23-01183	VANAMAN GERMAN LLP	380	SERV-ATTORNEY FEES(SPED:AGM)	010-5899	5,000.00
P23-01184	VANAMAN GERMAN LLP	380	SERV-ATTORNEY FEES(SPED:AS)	010-5899	7,750.00
P23-01185	Lakeshore Learning Materials	380	Materials and supplies for Shiri H. (LCAP 1.30)	010-4300	119.04
P23-01186	Lakeshore Learning Materials	380	MAT/SUP (LCAP 1.30)	010-4300	243.11
P23-01187	CMC	300	Conf-	010-5200	80.00
P23-01188	EVOLUTION LABS INC	046	LICENSE/INSTRUCTION	010-5818	3,347.50
P23-01189	SCSNA	640	conference	010-5200	160.00

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.

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01190	Office Depot Bus Ser Div	056	enrichment Activities supplies (office Depot PO)	010-4300	4,500.00
P23-01191	Paradise Point Resort & Spa	300	Hotel Reservation NSCL Conference 3 nights	010-5200	774.96
P23-01192	Sheraton Grand Sacramento	200	TRAV/CONF (ACSA)	010-5200	690.82
P23-01193	Office Depot Bus Ser Div	057	Materials and Supplies	010-4300	638.01
P23-01194	Siemens Industry, Inc	630	Professional Services / Marshall	010-5800	1,769.00
P23-01195	J Harris Ind Water Treamt, Inc Puretec Industrial Water	620	RENTALS	010-5600	1,500.00
P23-01196	SWRCB/SW Fees	620	ANNUAL PERMIT FEE	010-5800	2,000.00
P23-01197	Hyatt Regency Monterey	100	CLSBA Hotel Accomodations	010-5228	1,603.63
P23-01198	Social Thinking Publishing	380	MATLS (AUT & ED) LCAP 1.30	010-4300	4,438.37
P23-01199	Lakeshore Learning Materials	380	MAT/SUP LCAP1.30	010-4300	1,394.88
P23-01200	N2Y	380	SUBSC LCAP 1.30	010-5818	276,859.30
P23-01201	PEARSON ASSESSMENT	380	MAT/SUPL	010-4300	700.00
P23-01202	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	380	MAT/SUPL	010-4300	6,000.00
P23-01203	SCHOOL TECH SUPPLY	040	MATL/SUPP	010-4418	630.71
P23-01204	PEAR DECK, INC	046	LICENSE/INSTRUCTION	010-5818	2,408.00
P23-01205	SCHOOL TECH SUPPLY	380	MATLS/EQUIPT LCAP 1.13	010-4318	3,286.25
				010-4418	5,680.90
P23-01206	ACSA/FEA	380	CONF( ECC) LCAP 1.13	010-5200	1,100.00
P23-01207	SDL, INC	380	SOFTWARE	010-5818	3,123.02
P23-01208	Cengage Learning, Inc	ERC	LCAP 1.29 Textbooks and Instructional Material	010-4100	3,412.70
P23-01209	Read Naturally, Inc	051	ONLINE LICENSE Instruction)	010-5818	2,470.00
P23-01210	Petroleum Telcom Inc DBA Telecom	056	Mat/Supplies-Walkie talkie maintenance supplies	010-4300	733.75
P23-01211	SOLARWINDS	004	SOFTWARE (HDesk Licenses)	010-5818	4,428.00
P23-01212	ACSA/FEA	300	CONF-Dr. Matthew Rubin	010-5200	1,285.00
P23-01213	The Math Learning Center	ERC	LCAP 1.29 Textbooks and Instructional Material	010-4100	6,975.00
P23-01214	HATCHING RESULTS LLC	300	NSCLC Conference/ Dr. DeGenna	010-5200	675.00
P23-01215	ACSA/FEA	200	TRAV/CONF (ASCA)	010-5200	599.00
P23-01217	Food Safety Systems	640	consulting	130-5800	51,200.00
P23-01218	Raceway Promotions Inc.	630	Professional Services / Uniform	010-5800	125.64
P23-01219	INCWEBS, INC.	620	SERVICES	010-5300	1,000.00
P23-01220	Gopher Sport	300	Material/Supp LCAP Goal 1.9	010-4300	2,224.36
P23-01221	Gopher Sport	300	Material/Supp LCAP Goal 1.9	010-4300	2,224.36
P23-01222	Gopher Sport	300	Material/Supp LCAP Goal 1.9	010-4300	2,224.36
P23-01223	Gina Young	355	T2/SERV (GOAL 1.5)	010-5800	3,000.00
P23-01224	All Languages Interpreting & T ranslating	100	SERV	010-5800	15,000.00
P23-01225	ANN MAROSTICA RANSOM	355	T2/SERV (GOAL 1.5)	010-5800	3,000.00
P23-01226	Lakeshore Learning Materials	380	MAT/SUP LCAP 1.30	010-4300	6,735.42

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01227	Lakeshore Learning Materials	380	MAT/SUP LCAP 1.30	010-4300	4,100.83
P23-01228	Lakeshore Learning Materials	380	MAT/SUP LCAP 1.30	010-4300	6,364.91
P23-01229	NATIONAL FIRE PROTECTION ASSOC	630	Membership Fees / Dana Miller	010-5300	175.00
P23-01230	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	1,590.68
P23-01231	Amazon Com	057	Materials and Supplies	010-4300	1,282.94
P23-01232	Amazon Com	050	Materials & Supplies-Inst	010-4300	1,175.44
P23-01233	Amazon Com	100	SUPPLIES	010-4300	163.29
P23-01234	Lakeshore Learning Materials	650	EQUIP/MTL (ADDTL TK - CHA ROOM #103)	010-4300	8,586.52
				010-4400	12,148.33
P23-01235	Dial Security	630	Professional Service / Soria	010-5800	2,414.43
P23-01236	Dial Security	630	Professional Services / Lopez	010-5800	2,710.49
P23-01237	Dial Security	630	Professional Services / McAuliffe	010-5800	8,324.85
P23-01238	Dial Security	630	Professional Services / Facilities	010-5800	2,824.19
P23-01239	Dial Security	630	Professional Services / Alarm responses	010-5800	325.00
P23-01240	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 GROUNDS UNIFORMS - J.CASTRO)	010-5800	128.58
P23-01241	FIRE RECOVERY USA, LLC	630	Professional Service / McKinna	010-5800	115.00
P23-01242	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	380	SERV	010-5800	6,000.00
P23-01243	Lakeshore Learning Materials	380	Mat/Sup-TLC (LCAP 1.13)	010-4300	1,304.30
P23-01244	California Foundation for Agriculture in the Classroom	640	CONFERENCE	010-5200	190.00
P23-01245	ASCA	385	CONF- ASCA Samantha. Jara	010-5200	209.00
P23-01246	Gopher Sport	300	Material/Supp LCAP Goal 1.9	010-4300	2,224.36
P23-01247	National Council of Supervisors of Mathematics	300	Conf-LCAP 1.19	010-5200	535.00
P23-01248	PDAP OF VENTURA COUNTY, INC	385	T1/SERV	010-5800	30,000.00
P23-01250	PROFESSIONAL TUTORS OF AMERICA INC.	380	SERV	010-5800	150,000.00
P23-01251	Auditory Processing Center of Pasadena	380	SERV (GOAL 2, ACTION 9)	010-5800	5,000.00
P23-01252	TAWANDA LISA PULLEN	380	SERV	010-5800	6,000.00
P23-01253	DR. OLVERA PSYCHOLOGY, PROFESSIONAL CORP	380	SERV	010-5800	24,000.00
P23-01254	ALVARO VENEGAS SWEAT III	048	SUPP CONC/T3 (GOAL 2 ACT. 7 & GOAL 3 ACT. 19)	010-5800	42,000.00
P23-01255	BSN Sports	003	Stores Supplies	010-9320	568.10
P23-01256	PPG ARCHITECT COATINGS, LLC	003	Stores Supplies	010-9320	648.95
P23-01257	Veritiv Operating Company	003	Stores Supplies	010-9320	28,114.40
P23-01258	MARRIOTT HOTEL SERVICES, INC	380	CONF (LCAP 1.13)	010-5200	1,140.04
P23-01259	Amazon Com	380	Materials and supplies for DHH (LCAP 1.13)	010-4300	109.20

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01260	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	324.71
P23-01261	Amazon Com	055	Matl/Supp-Instructional	010-4300	315.18
P23-01262	Amazon Com	055	Matl/Supp-Instructional	010-4300	220.45
P23-01263	Amazon Com	050	Materials & Supplies-Inst	010-4300	759.92
P23-01264	Amazon Com	050	Materials & Supplies-Inst	010-4300	50.37
P23-01265	Amazon Com	385	Step stools needed for students	010-4300	239.50
P23-01266	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	83.25
P23-01267	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	161.60
P23-01268	Amazon Com	320	Books - LCAP 1.20 New Teacher Orientation	010-4200	292.10
P23-01269	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	9.20
P23-01270	SCHOOL SPECIALTY LLC	003	Stores Supplies	010-9320	2,288.35
P23-01271	Uline	003	Stores Supplies	010-9320	1,613.54
P23-01272	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	11,297.69
				010-4300	1,162.00
P23-01273	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks and Instructional Materials	010-4100	5,117.16
P23-01274	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks and Instructional Materials	010-4100	5,117.16
P23-01275	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks and Instructional Materials	010-4100	5,117.16
P23-01276	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks and Instructional Materials	010-4100	4,496.02
P23-01277	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks and Instructional Materials	010-4100	4,496.02
P23-01278	LA LIBRERIA INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	825.93
P23-01279	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,237.40
P23-01280	Office Depot Bus Ser Div	380	MAT/SUPP- (LCAP 1.13)	010-4300	90.14
P23-01281	Affordable Tables And Chairs	059	Materials & Supplies; SIP Day	010-5600	265.00
P23-01282	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUCTIONAL	010-4300	70.96
P23-01283	B & H Foto & Electronics Corp	004	EQUIP	010-4400	836.79
P23-01284	California School Nurses Org	385	SERV/ CSNO membership renewal M. Sagrado	010-5300	120.00
P23-01285	ACSA/FEA	385	ACSA Confrence Dr Jodi Nocero Jan, 10,11, 12, 2023	010-5200	550.00
P23-01286	Lakeshore Learning Materials	380	MAT/SUPP (LCAP 1.13)	010-4300	299.22
P23-01287	BARNES AND NOBLE BOOKSELLERS, INC.	300	Books- LCAP 1.5	010-4200	3,117.56
P23-01288	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	380	SERV(-C. JENNINGS)	010-5800	9,360.00
P23-01289	BARNES AND NOBLE BOOKSELLERS, INC.	335	Books:TK Instructional Curriculum LCAP 1.3	010-4200	890.05

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01290	Placer County Office of Ed	385	CA PBIS Confrence Dr Jodi Nocero Oct 5, 6, 7, 2022	010-5200	517.42
P23-01291	Maad Graphics	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	196.65
P23-01292	Uline	ERC	Supplies	010-4300	531.86
P23-01293	JW MARRIOTT RESORT & SPA	385	JW Marriott Reservation/ACSA Conference Dr Nocero	010-5200	855.03
P23-01294	SCHOOL TECH SUPPLY	320	Computer Equip_Private School_Santa Clara	010-4418	17,834.70
P23-01295	Univ Of Southern California Ca ruso Family Ctr	630	Membership / Ruben Estrada	010-5300	120.00
P23-01296	School Tech Supply	042	Supplies (Instructional)	010-4318	339.70
P23-01297	FIRE RECOVERY USA, LLC	630	Professional Service / Drifill	010-5800	150.00
P23-01298	Southwest Plastic Binding Co S outhwest Binding & Laminating	003	Stores Supplies	010-9320	3,166.07
P23-01299	Ashton Awards Inc Aswell Troph y	200	MATL/SUPP	010-4300	100.00
P23-01300	Witherspoon Ent Inc DBA Port A Stor	630	RENTAL	010-5600	40,000.00
P23-01301	SAC HOSPITALITY LLC HILTON SAC RAMENTO ARDEN WEST	200	TRAV/CONF (CCAC)	010-5200	911.35
P23-01302	CREDENTIALS COUNSELORS AND ANA LYSTS OF CALIFORNIA	200	TRAV/CONF (CCAC)	010-5200	410.62
P23-01303	Hyatt Regency Sacramento	385	Hyatt Hotel RESV PBIS CONF Dr. Nocero Oct,4, 5, 6	010-5200	1,237.91
P23-01304	E & S TECHNOLOGIES INC	630	Professional Services / Lemonwood	010-5800	2,512.75
P23-01305	Frontline Technologies Grp LLC	200	SERV	010-5800	1,000.00
P23-01306	Staples Direct	042	Materials and Supplies	010-4300	80.39
P23-01307	Office Depot Bus Ser Div	003	Stores Supplies	010-9320	2,127.75
P23-01308	Southwest School & Office Sup	003	Stores Supplies	010-9320	4,334.23
P23-01309	STAR OF CA, ERA ED	380	SERV	010-5100	1,975,000.00
				010-5800	25,000.00
P23-01310	Maad Graphics	056	Matl/Supplies-Track Shirts	010-4300	273.13
P23-01311	Ashton Awards Inc Aswell Troph y	060	Matl-SUP-Aswell Trophy	010-4300	781.14
P23-01313	Lakeshore Learning Materials	038	MATL/SUPP-Alcantar	010-4300	54.61
P23-01314	Xielo Artisan Desserts	032	Matl/ Sup - Parent	010-4300	191.09
P23-01315	Amazon Com	056	Matl/Supplies- PBIS/CHAMPS incentives	010-4300	829.84
P23-01316	Amazon Com	056	Matl/supplies- Outdoor Play Equipment	010-4300	831.85
P23-01317	Amazon Com	056	Matl/Supplies- Student in class supplies	010-4300	307.47
P23-01318	Amazon Com	056	Matl/Supplies- Kinder plant project	010-4300	93.28
P23-01319	Amazon Com	056	Matl/Supplies-Flooding Clean up supplies	010-4300	266.98
P23-01320	Amazon Com	630	Materials and Supplies	010-4300	49.81
P23-01321	Amazon Com	630	Materials and Supplies	010-4300	282.90
P23-01322	Amazon Com	630	Materials and Supplies	010-4300	575.36

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01323	Amazon Com	640	MATL/SUP	130-4300	218.07
P23-01324	Daryton Andrae Ramsey RAMSE GR OUP	050	SERV/SUPP CONC (GOAL 1, ACTION 18)	010-5800	15,000.00
P23-01325	BARNES AND NOBLE BOOKSELLERS, INC.	040	BOOKS OTHER THAN	010-4200	330.01
P23-01326	GREENWOOD PUB GROUP LLC HEINEM ANN	032	BKS - Instructional	010-4200	168.20
P23-01327	Children's Museum of Santa Barbara, MOXI	056	entrance fees-MOXI 1st grade FT	010-5800	432.00
P23-01328	Tyler Technologies, Inc	620	SERV	010-5818	35,000.00
P23-01329	AMERICA'S TEACHING ZOO	056	Entrance fees- Moorpark Teaching Zoo	010-5800	390.00
P23-01330	WORLDWIDE SUPPLIES LLC	057	Student Incentives	010-4300	420.00
P23-01331	Superior Duct Fabrication Inc	630	Equipment Parts	010-4400	769.12
P23-01332	Hensons Music Center	046	REPAIRS-INSTRUCTION	010-5632	500.00
P23-01333	The Library Store Inc	056	Matl/Supplies-Library supplies	010-4300	186.87
				010-4400	1,751.38
P23-01334	CHAKRA INVESTMENTS FASTSIGNS O F VENTURA	051	MAT/SUPPLIES	010-4300	677.22
P23-01335	ACSA/FEA	200	2022-2023 ACSA Membership and Renewal Dues	010-5300	68,360.35
P23-01336	Petroleum Telcom Inc DBA Telecom	610	Emergency Materials and Supplies	010-4400	2,307.91
P23-01337	Lakeshore Learning Materials	057	Wrting Materials	010-4300	1,026.73
P23-01338	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	059	Materials & Supplies	010-4300	506.36
P23-01339	THE PHONICS DANCE	053	Materials/Supplies-Instructional	010-4300	363.00
P23-01340	School Health Corporation	003	Stores Supplies	010-9320	2,644.20
P23-01341	SCHOLASTIC-MAGAZINES	053	Materials/Supplies-Instructional	010-4300	745.88
P23-01342	ATX LEARNING LLC	380	SERV(SLP-KAZZI)	010-5100	121,680.00
				010-5800	25,000.00
P23-01343	SMART AND FINAL-C.I. BLVD	060	Matl/SUP-Smart&Final	010-4300	1,000.00
P23-01344	Ventura Co Office Of Education	040	CONFERENCE	010-5200	50.00
P23-01345	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	318.70
P23-01346	ROMU FOODS, INC. DBA. BG'S CAF E	032	Matl/Sup	010-4300	917.70
P23-01347	Hilton Anaheim	300	Conf-	010-5200	690.99
P23-01348	LENOVO NOTEBOOK REPAIR CENTER	335	COMP- Repair (LCAP 1.8)	010-5618	149.02
P23-01349	MIND RESEARCH INSTITUTE	355	SERV/SUPP CONC (GOAL/ACTION 1.05)	010-5800	2,000.00
P23-01350	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	2,118.36
P23-01351	GREENWOOD PUB GROUP LLC HEINEM ANN	040	MATL/SUPP-INSTRUCTIONAL	010-4300	1,043.13
P23-01352	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	1,717.18

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01353	LA LIBRERIA INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	1,430.08
P23-01354	GREENWOOD PUB GROUP LLC HEINEM ANN	300	Books- LCAP 1.5	010-4200	1,792.39
P23-01355	GREENWOOD PUB GROUP LLC HEINEM ANN	300	Books- LCAP 1.5	010-4200	4,731.90
P23-01356	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	390.87
P23-01357	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	238.68
P23-01358	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	184.40
P23-01359	Voyager Fleet Systems Inc	620	FUEL	010-4310	50,000.00
P23-01360	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	511.16
P23-01361	Amazon Com	056	Mat/Supplies-LLI Materials	010-4300	1,089.63
P23-01362	Nestle Waters North America Re ady Refresh	038	Mat/Supp-instructional	010-4300	2,000.00
P23-01363	Amazon Com	300	Books- LCAP 1.5	010-4200	4,018.88
P23-01364	Amazon Com	050	Materials & Supplies- Inst	010-4300	296.12
P23-01365	Amazon Com	056	Mat/Supplies- 3rd Grade DLI Carts	010-4300	447.19
P23-01366	ZUMALU LLC KONA ICE OF THOUSAN D OAKS	055	Mat/Supp-Instructional	010-5800	450.00
P23-01367	Studies Weekly	040	ONLINE SUBSCRIPTIONS-INSTRUCTIONAL	010-5818	694.50
P23-01368	ESGI	044	ONLINE SUBSCRIPTIONS, LICENSES	010-5818	896.00
P23-01369	Headsets Com Inc	210	matl/supp	010-4300	326.66
P23-01370	Office Depot Bus Ser Div	044	MATERIALS & SUPPLIES NOT TO EXCEED 1000.00	010-4300	1,000.00
P23-01371	Amazon Com	032	Mat/Sup - Admin	010-4300	480.54
P23-01372	Amazon Com	630	Materials and Supplies	010-4300	147.72
P23-01373	Amazon Com	630	Materials and Supplies	010-4300	248.52
P23-01374	Amazon Com	630	Materials and Supplies	010-4300	141.67
P23-01375	Dell Direct Sales Lp	004	COMP EQUIP - Board Room Upgrades	010-4418	6,469.79
P23-01376	DYNAMIC EDUCATION SERVICES INC	380	SERV (GOAL 2, ACTION 9)	010-5100	125,000.00
				010-5800	25,000.00
P23-01377	Johnstone Supply	630	HVAC Equipment	010-4400	8,492.32
P23-01378	ADVANCES WORKPLACE STRATEGIES, INC	620	SERVICES	010-5800	3,000.00
P23-01379	AGILIS SYSTEMS, LLC LINXUP	630	Professional GPS Services	010-5800	18,611.45
P23-01380	Children's Therapy Network	380	SERV (OSD SPEC. ED. STUDENTS)	010-5800	10,000.00
P23-01381	Children's Therapy Network	380	SERV (PRIVATE SCHOOL SPEC. ED. STUDENTS)	010-5800	15,000.00
P23-01382	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	380	SERV (GOAL 2, ACTION 9)	010-5100	75,000.00
				010-5800	25,000.00
P23-01383	Coast To Coast Computer Prod	044	Materials & Supplies	010-4300	1,638.75

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01384	Mobile Modular Management	650	RENTAL/LOPEZ	251-5600	24,300.00
P23-01385	Mobile Modular Management	650	RENTAL/ FRANK	251-5600	23,286.00
P23-01386	Mobile Modular Management	630	Rent/Lease/Fremont School	251-5600	6,602.00
P23-01387	Mobile Modular Management	630	Rent/Lease/Haydock School	251-5600	6,602.00
P23-01388	Mobile Modular Management	630	Rent/Lease/Frank School	251-5600	34,280.00
P23-01389	Mail Finance	650	LEASE AGREEMENT (MAIL MACHINE)	010-5600	8,133.88
P23-01390	Drapery Affair The Floor Store	630	Materials and Supplies / M. West	010-4300	13,802.15
P23-01391	American Language Services	380	SERV (GOAL 2, ACTION 9)	010-5100	175,000.00
				010-5800	25,000.00
P23-01392	COMMUNICATION SOLUTIONS	380	SERV (GOAL 2, ACTION 9)	010-5800	5,000.00
P23-01393	JOHN TRACY CLINIC	380	SERV (GOAL 2, ACTION 9)	010-5800	5,000.00
P23-01394	N2Y	380	SERV (GOAL 1, ACTION 13)	010-5800	3,250.00
P23-01395	Ventura Co Office Of Education	380	SERV (ZS121507)	010-5800	1,070.00
P23-01396	Ventura Co Office Of Education	380	SERV (KG062008)	010-5800	1,961.85
P23-01397	Amazon Com	032	Matl/Sup - Instructional	010-4300	135.91
P23-01398	Amazon Com	032	BKS - Instructional	010-4200	214.22
P23-01399	Amazon Com	066	MATL/SUP-Instructional	010-4300	252.67
P23-01400	Amazon Com	066	MATL/SUP-Instructional	010-4300	288.36
P23-01401	Amazon Com	032	Matl/Sup - Instructional	010-4300	877.53
P23-01402	Amazon Com	032	Matl/Sup - Instructional	010-4300	296.93
P23-01403	Amazon Com	056	Matl Supplies-Councilor/ORC support supplies	010-4300	479.14
P23-01404	Amazon Com	056	Matl/Supplies-ORC/Counselor Student support	010-4300	103.73
P23-01405	Amazon Com	052	MATL/SUPL-Instr	010-4300	383.71
P23-01406	Amazon Com	053	Materials/Supplies- Instructional	010-4300	30.75
P23-01407	CalSPRA	315	MEMBERSHIP LCAP 3.2	010-5300	150.00
P23-01408	Staples Direct	066	MATL/SUP - Admin	010-4300	62.80
P23-01409	Staples Direct	032	Matl/Sup - Instructional	010-4300	38.77
P23-01410	Staples Direct	032	Matl/Sup - Instructional	010-4300	294.47
P23-01411	Southwest Airlines	385	FLIGHT/CONF Dr. Nocero Oct,4, 5, 6	010-5200	142.96
P23-01412	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	328.16
P23-01413	Studies Weekly	053	Materials/Supplies-Instructional	010-4300	4,052.78
P23-01414	CULLIGAN OF VENTURA COUNTY	051	RENT (Instruction)	010-5600	576.00
P23-01415	SCHOOL TECH SUPPLY	315	MTRL/SUPL LCAP 1.6	010-4318	456.99
P23-01416	Perma Bound Books	041	Bks - Instructional	010-4200	792.61
P23-01417	SCHOLASTIC INC	345	MTLS-TOSAs (LCAP 1.20)	010-4200	605.05
P23-01418	SCHOLASTIC-TEACHER STORE	345	MTLS-TOSAs(LCAP 1.20)	010-4200	437.77
P23-01419	SCHOLASTIC-TEACHER STORE	345	MTLS - TOSAs (LCAP 1.20)	010-4200	540.79
P23-01420	Aswell Trophy And Engraving	042	Materials and Supplies	010-4300	20.39
P23-01421	CDW G	042	Materials and Supplies	010-4318	222.96
P23-01422	COOLE SCHOOL	038	matl/supp-instructional	010-4300	2,694.06
P23-01423	Lakeshore Learning Materials	066	MATL/SUP-Instructional	010-4300	1,306.63
P23-01424	Affordable Tables And Chairs,	300	Rental	010-5600	3,817.50

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01425	Aswell Trophy And Engraving	056	Matl/Supplies-CHAMPS classroom recognition plaques	010-4300	1,112.98
P23-01426	Lakeshore Learning Materials	032	Matl/Sup - Instructional	010-4300	478.21
P23-01427	GOBULK.COM	050	Materials & Supplies-Instructional	010-4300	316.01
P23-01428	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	1,169.02
				010-4300	4,280.50
P23-01429	LA LIBRERIA INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	858.60
P23-01430	Rotary of Santa Paula	056	Entrance fee- TK Pumpkin patch FieldTrip	010-5800	576.84
P23-01431	Gopher Sport	300	Material/Supp LCAP Goal 1.9	010-4300	3,261.11
P23-01432	Ashton Awards Inc Aswell Troph y	053	Materials/ Supplies-Instructional	010-4300	1,164.61
P23-01433	Durham School Services	315	TRANSPORT LCAP 1.12	010-5802	20,200.66
P23-01434	EJ Harrison & Sons Inc	315	SERV	010-5570	1,000.00
P23-01435	Grainger Inc	335	TK/ TRASH CANS	010-4300	2,357.48
P23-01436	Verizon Wireless	004	COMM-WiFi Hot Spot Service	010-5902	52,440.00
P23-01437	SCHOOL TECH SUPPLY	385	EQUIP/LAPTOP SUP NEW NURSE YVONNE POWERS	010-4418	1,760.97
P23-01438	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	2,025.81
				010-4300	3,933.96
P23-01439	School Datebooks	051	MAT/SUPPLIES (Instructional)	010-4300	2,066.59
P23-01440	Oriental Trading Co Inc	315	MTRL/SUPL LCAP 1.6	010-4300	1,805.78
P23-01441	NAVITABS	100	NaviTabs	010-4300	190.85
P23-01442	ACSA/FEA	200	MEMB (S Carroll)	010-5300	1,285.09
P23-01443	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	1,559.42
P23-01444	LA LIBRERIA INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	2,956.70
P23-01445	APPLE INC EDUCATION	066	COMPUTER SUPPLIES-Instructional	010-4318	1,637.11
P23-01446	Printech	042	MATERIALS AND SUPPLIES	010-4300	2,500.00
P23-01447	Edpuzzle Inc	053	App Subscription	010-5818	1,950.00
P23-01448	Extreme Clean	003	Stores Supplies	010-9320	4,127.47
P23-01449	Amazon Com	003	MATL/SUP (PAPER CUPS)	010-4300	616.50
P23-01450	Amazon Com	300	MTLS - TOSAs (LCAP 1.20) (INSTRUCTIONAL SUPPORT)	010-4200	92.60
P23-01451	Amazon Com	300	MATL/SUP	010-4200	567.75
P23-01452	Amazon Com	041	Matl/Sup - Instructional	010-4300	1,529.35
P23-01453	Amazon Com	300	MTLS - TOSAs 9LCAP A.20) INSTRUCTIONAL SUPPORT	010-4200	60.69
P23-01454	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	85.19
P23-01455	Amazon Com	044	Materials & Supplies	010-4300	661.72
P23-01456	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	862.96
P23-01457	Amazon Com	055	MATL/Supp-Instructional	010-4300	174.54
				010-4318	65.57

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01458	Amazon Com	055	Matl/Supp-Instructional	010-4300	398.30
P23-01459	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	185.91
P23-01460	Amazon Com	055	Matl/Supp-Instructional	010-4300	498.74
P23-01461	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	228.42
P23-01462	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	20.91
P23-01463	Amazon Com	054	matl/sup-instructional	010-4300	899.18
P23-01464	Amazon Com	050	Materials & Supplies- Inst	010-4300	85.83
P23-01465	Amazon Com	050	Materials & supplies-Inst	010-4300	854.74
P23-01466	Amazon Com	055	Matl/Supp-Instructional	010-4300	109.25
P23-01467	Amazon Com	335	TK/ pullups	010-4300	2,101.80
P23-01468	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	235.42
P23-01469	Amazon Com	630	Materials and Supplies	010-4300	2,730.81
P23-01470	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	ASES	SERV (ASES)	010-5100	4,805,000.00
				010-5800	25,000.00
P23-01471	Amazon Com	380	MAT/SUP (LCAP 1.30)	010-4300	723.76
P23-01472	Amazon Com	042	Materials and Supplies	010-4300	170.40
P23-01473	Amazon Com	380	MAT/SUPP (LCAP 1.13)	010-4200	130.26
				010-4300	206.50
P23-01474	Office Depot Bus Ser Div	042	Non Cap Equipment (LCAP 1.30)	010-4400	677.34
P23-01475	Amazon Com	057	Materials and Supplies	010-4300	1,612.27
P23-01476	FLAGHOUSE INC	380	MAT/SUPP (LCAP 1.13)	010-4300	138.40
P23-01477	Amazon Com	059	Materials & Supplies	010-4300	846.49
P23-01478	Amazon Com	380	MAT/SUP (LCAP 1.30)	010-4300	346.81
P23-01479	Amazon Com	380	MAT/SUP (LCAP 1.30)	010-4300	142.96
P23-01480	Amazon Com	380	MAT/SUPP (LCAP 1.13)	010-4200	458.76
				010-4300	727.26
P23-01481	Office Depot Bus Ser Div	380	Mat/Supp (LCAP 1.13)	010-4300	635.28
P23-01482	Office Depot Bus Ser Div	380	Mat/Supp (LCAP 1.13)	010-4300	484.39
P23-01483	Amazon Com	380	MAT/SUPP (LCAP 1.30)	010-4300	201.00
P23-01484	Office Depot Bus Ser Div	380	Mat/Supp (LCAP 1.13)	010-4300	96.48
P23-01485	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	220.56
P23-01486	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	41.94
P23-01487	Amazon Com	380	Materials and supplies (LPAC 1.3)	010-4300	130.88
P23-01488	Office Depot Bus Ser Div	041	Mat/Sup - Instructional	010-4300	1,468.25
P23-01489	Office Depot Bus Ser Div	041	Matl/Sup - Instructional	010-4300	3,277.50
P23-01490	Amazon Com	380	MATLS/SUPPL(Classroom Behavior Supports)	010-4300	412.77
P23-01491	Amazon Com	059	Materials & Supplies	010-4300	749.77
P23-01492	Embassy Suites San Diego Bay	100	CSBA AEC Hotel Accomodations	010-5221	726.92
				010-5223	969.22
				010-5224	969.22
				010-5228	1,211.53
				010-5229	726.92
P23-01493	Office Depot Bus Ser Div	041	Mat/Sup - Instructional Mr. Mehle	010-4300	110.71

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01494	Amazon Com	380	Materials and supplies for A. Newton (LPAC 1.3)	010-4300	148.84
P23-01495	Lowe's	630	Materials and Supplies	010-4300	2,103.46
P23-01498	RICHARD C GRIFFITH TODAY'S CLA SSROOM LLC	380	MAT/SUP (LCAP 1.30)	010-4400	1,916.51
P23-01499	School Specialty Inc	380	MAT/SUP (LCAP 1.30)	010-4300	457.09
				010-4400	505.80
P23-01500	School Specialty Inc	380	MAT/SUP (LCAP 1.30)	010-4400	472.87
P23-01501	ESGI	057	Online Learning Materials	010-5818	896.00
P23-01502	Green Thumb International	630	Grounds Materials and Supplies	010-4300	2,228.59
				010-4400	1,083.74
P23-01503	Bluum USA, Inc.	040	MATL/SUPP-INSTRUCTIONAL	010-4318	2,938.83
P23-01504	Discount School Supply	042	Mat/Supp (LCAP 1.30)	010-4300	686.00
P23-01505	Discount School Supply	053	MAT/SUPP (LCAP 1.30)	010-4300	343.00
P23-01506	Discount School Supply	053	MAT/SUPP (LCAP 1.30)	010-4300	343.00
P23-01507	BARNES AND NOBLE BOOKSELLERS, INC.	059	Books Other Than Textbooks; Aug/Sept Curriculum	010-4200	785.51
P23-01508	CPI	380	CONF (ONLINE COURSE-BHX ) LCAP 1.13	010-5200	5,946.50
P23-01509	School Specialty Inc	380	MAT/SUPP (LCAP 1.13)	010-4300	392.88
P23-01510	SCHOOL'S IN, LLC	380	MAT/SUPP (LCAP 1.13)	010-4300	610.54
P23-01511	Lakeshore Learning Materials	380	Materials for DHH (LCAP 1.13)	010-4300	203.05
P23-01512	Lakeshore Learning Materials	380	Materials and supplies (LCAP 1.3)	010-4300	346.06
P23-01514	Lakeshore Learning Materials	044	MATERIALS & SUPPLIES	010-4300	284.02
P23-01515	Lakeshore Learning Materials	335	Mat/Sup - Instruction BR (LCAP 1.8)	010-4300	21.84
P23-01516	Lakeshore Learning Materials	335	Mat/Sup-Instruction CH (LCAP1.8)	010-4300	810.61
P23-01517	Lakeshore Learning Materials	335	Mat/Sup-Instruction LW (LCAP1.8)	010-4300	810.61
P23-01518	Super Duper Inc	380	Materials and supplies (LPAC 1.3)	010-4300	178.74
P23-01519	Super Duper Inc	380	Materials and supplies (LPAC 1.3)	010-4300	226.33
P23-01520	School Datebooks	050	Materials & Supplies-Inst	010-4300	2,786.07
P23-01521	Super Duper Inc	380	Materials and supplies (LPAC 1.3)	010-4300	308.80
P23-01522	SCHOLASTIC-BOOK CLUBS	300	MTLS - TOSAs (LCAP 1.20) - READING PROJECT	010-4200	1,640.39
P23-01523	SCHOLASTIC-MAGAZINES	050	Materials & Supplies-Inst	010-4300	737.09
P23-01524	Pesi, Inc	380	Conference (LCAP 1.13)	010-5200	439.99
P23-01525	SCHOOL TECH SUPPLY	380	Supplies for SpEd (LPAC 1.3)	010-4318	424.69
P23-01526	Flinn Scientific Inc	050	Materials & Supplies-Inst	010-4300	612.91
P23-01527	Printech	041	Mat/Sup - Instructional	010-4300	3,059.00
P23-01528	Robotics Ed & Competition Fdn	041	SERV - INSTRUCTIONAL	010-5800	1,540.00
P23-01529	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	202.59
P23-01530	CN School & Office Sol, Inc Cui-ver-Newlin	630	Furniture /Facilities, Ben's Office	010-4400	3,924.09
P23-01531	TRI-SIGNAL INTEGRATION, INC.	630	Alarm Repairs: Rose Ave, Soria, Drifill, EC, ESC	010-4300	4,350.49
				010-5800	1,041.06

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P23-01532	BARNES AND NOBLE BOOKSELLERS, INC.	300	BOOKS - LCAP 1.5	010-4200	2,180.19
P23-01533	ISSQUARED, Inc	004	SERV	010-5800	1,800.00
P23-01534	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 GROUNDS UNIFORMS - TY SMITH)	010-5800	111.10
P23-01535	Amazon Com	066	MATL/SUP-Instuctional ( C. Strasswyk)	010-4300	233.64
P23-01536	Office Depot Bus Ser Div	380	Supplies for DHH program (LCAP 1.13)	010-4300	106.96
P23-01537	TARGET CORPORATE GIFTCARDS	360	Gift card purchase using Driscolls donation.	010-4300	6,508.00
P23-01538	Lowe's	059	Materials & Supplies	010-4300	452.16
P23-01539	Daryton Andrae Ramsey RAMSE GR OUP	048	SERV/SUPP CONC (GOAL 1, ACTION 4)	010-5800	47,000.00
P23-01540	LEADERSHIP ASSOCIATES	100	SERV	010-5800	15,000.00
P23-01541	Pacific Northwest Publishing An cora Publishing	380	MAT/SUPP (LCAP 1.13)	010-5818	1,005.56
P23-01542	Houghton Mifflin Harcourt	ERC	1.29 LCAP TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	908.52
P23-01543	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	300	MTRL/SUPL LCAP 1.19	010-4300	1,000.00
P23-01544	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	688.28
P23-01545	SCHOOL TECH SUPPLY	004	Repair	010-5618	179.08
P23-01546	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	68.17
P23-01547	Lakeshore Learning Materials	055	Mat/Supp-Instructional	010-4300	3,418.76
P23-01548	Southwest Airlines	200	TRAV/CONF	010-5200	377.95
P23-01549	Hyatt Regency Sacramento	200	TRAV/CONF	010-5200	180.25
P23-01550	United Airlines, Inc	200	TRAV/CONF (CSUCI Rep)	010-5200	352.20
P23-01551	Amazon Com	640	MATL/SUP	010-4300	529.80
				130-4300	31.30
P23-01552	Amazon Com	345	MLT (LCAP 1.9) (6053-TK)	010-4300	155.39
P23-01553	Amazon Com	345	MLT (LCAP 1.9) (6053-TK)	010-4300	219.40
P23-01554	Amazon Com	345	MLT (LCAP 1.9) (6053-TK)	010-4300	226.40
P23-01555	Lakeshore Learning Materials	058	Mat/Sup - Instruction (ROSE) - LCAP 1.8	010-4300	806.88
P23-01556	RETHINKING SCHOOLS LIMITED	300	MTLS - TOSAs (LCAP 1.20 INSTRUCTIONAL SUPPORT	010-4200	45.98
P23-01557	LA LIBRERIA INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	743.12
P23-01558	Office Depot Bus Ser Div	003	Stores Supplies	010-9320	15,010.49
P23-01559	Southwest School & Office Sup	003	Stores Supplies	010-9320	819.20
P23-01560	Californians Dedicated to Educ ation Foundation	315	CONF LCAP 1.6	010-5200	545.00
P23-01561	GREENWOOD PUB GROUP LLC HEINEM ANN	345	CONF- LCAP 1.2 Expanded Learning (LLI)	010-5200	4,269.00

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01562	Calif Science Teachers Assn	345	CONF- LCAP 1.20 (LCFF)	010-5200	135.00
P23-01563	B & H Foto & Electronics Corp	315	MTRL/SUPL LCAP 1.11	010-4300	160.65
P23-01564	B & H Foto & Electronics Corp	315	MTRL/SUPL LCAP 1.11	010-4300	164.71
P23-01565	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	CONF- LCAP 1.4 (Title II)	010-5200	13,000.00
P23-01566	Hilton Anaheim	315	CONF LCAP 1.6	010-5200	445.06
P23-01567	Office Depot Bus Ser Div	003	Stores Supplies	010-9320	458.33
P23-01568	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	CONF- LCAP 1.20 (LCFF)	010-5200	2,050.00
P23-01569	Hilton Anaheim	345	CONF- LCAP 1.20 (LCFF)	010-5200	445.06
P23-01570	ORIENTAL TRADING COMPANY	052	MATL/SUPL-Instr	010-4300	507.86
P23-01571	Lakeshore Learning Materials	038	Mat/Sup - Instruction (Driff) - LCAP 1.8	010-4300	664.20
P23-01572	Demco Inc	052	MATL/SUPL-Instructional	010-4300	107.80
P23-01573	Maad Graphics	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	98.33
P23-01574	Amazon Com	041	Mat/Sup - Main office	010-4300	486.02
P23-01575	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	317.31
P23-01576	SMART AND FINAL-C.I. BLVD	048	MATERIALS AND SUPPLIES-MEETING	010-4300	200.00
P23-01577	Amazon Com	053	Materials/Supplies- Instruction	010-4300	211.66
P23-01578	Smart And Final Iris Co	038	MATL.SUPP-instructional(Mrs. G)	010-4300	100.00
P23-01579	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	61.16
P23-01580	Amazon Com	315	MATL/SUP LCAP 1.6	010-4300	42.76
P23-01581	Amazon Com	052	MATL/SUPL-Instr	010-4300	483.44
P23-01582	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	1,087.16
P23-01583	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	172.89
P23-01584	Amazon Com	052	MATL/SUPL-Instr	010-4300	109.69
P23-01585	Office Depot Bus Ser Div	335	Mat/Sup - Admin - LCAP 1.8	010-4300	2,000.00
P23-01586	Mail Finance	655	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER/PRINTER)	010-5631	15,851.28
P23-01587	MAGANAS BAKERY	056	Mat/supp.-refreshments Parent Meeting (ELAC&C/P)	010-4300	75.00
P23-01588	Walmart	052	MATL/SUPL-Instructional	010-4300	2,000.00
P23-01589	SMART AND FINAL-C.I. BLVD	052	MATL/SUPL- Parent Inv	010-4300	3,000.00
P23-01590	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	393.29
P23-01591	Walmart	052	MATL/SUPL-Instructional	010-4300	2,000.00
P23-01592	SPRINGHILL SUITES BY MARRIOTT LA DOWNTOWN BURBANK	335	Travel-Conf Instruction (LCAP 1.8)	010-5200	2,242.80
P23-01593	CALIF SCHOOL NUTRITION ASSOC.	640	conference	010-5200	330.00
P23-01594	CANON SOLUTIONS AMERICA INC	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	450.00
P23-01595	UNDERWOOD FAMILY FARMS LP	057	Tk Field Trip	010-5800	812.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01596	Positive Promotions	036	mat/sup - instructional	010-4300	305.72
P23-01597	Ashton Awards Inc Aswell Trophy	046	MATL/SUPPLY-INSTRUCTION	010-4300	2,500.00
P23-01598	SCHOOL TECH SUPPLY	200	COMP EQUIP (M Magana)	010-4318	594.23
P23-01599	ASCA	385	ASCA Renewal Monica Garcia School Counselor	010-5300	224.00
P23-01600	Californians Dedicated to Education Foundation	315	CONF LCAP 1.6	010-5200	495.00
P23-01601	SIGLER WHOLESALE DISTRIBUTORS	630	HVAC Equipt / Marshall	010-4400	610.74
P23-01602	SIGLER WHOLESALE DISTRIBUTORS	630	HVAC Equipt / ESC	010-4300	310.14
P23-01603	TRI-COUNTY OFFICE FURNITURE	041	Matl/Sup - Admin Office	010-4400	1,497.92
P23-01604	International Sanitary Supply Association, Inc.	630	Conference / Sal Gutierrez	010-5200	299.00
P23-01605	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Kamala	010-5800	115.00
P23-01606	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Fremont	010-5800	958.27
P23-01607	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Transportation, Warehouse	010-5800	522.00
P23-01608	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Lopez	010-5800	956.72
P23-01609	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Ritche	010-5800	295.13
P23-01610	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / S. Linda	010-5800	522.00
P23-01611	Kelly Paper	655	Materials and supplies	010-4300	300.98
P23-01612	JORDAN WITT, PHD INC. A PSYCHOLOGICAL CORPORATION	380	SERV (GOAL 2, ACTION 9)	010-5800	6,000.00
P23-01613	Edpuzzle Inc	042	ONLINE SUBSCRIPTION (INSTRUCTIONAL)	010-5818	1,950.00
P23-01614	Brainpop Com LLC	036	serv - instructional	010-5818	4,050.00
P23-01615	Twig Education Inc.	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	48,479.21
P23-01616	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-5818	1,800.00
P23-01617	Regency Lighting	003	store supplies	010-9320	365.06
P23-01618	Veritiv Operating Company	003	store supplies	010-9320	1,934.82
P23-01619	Amazon Com	055	Matl/Supp-Instructional	010-4300	140.71
				010-4318	139.64
P23-01620	Amazon Com	383	Enrollment Center/2 pack Computer Privacy shield	010-4318	276.38
P23-01621	Amazon Com	630	Materials and Supplies	010-4300	43.86
P23-01622	Amazon Com	630	Grounds Materials and Supplies	010-4300	543.55
P23-01623	Ventura Co Office Of Education	200	CONF (VCOE FRISK)	010-5200	850.00
P23-01624	SCHOOL SPECIALTY LLC	003	store supplies	010-9320	782.23
P23-01625	CATALYST FAMILY INC	315	SERV/ELOP (GOAL/ACTION 1.6)	010-5800	427,468.51
P23-01626	Amazon Com	054	Matl-sup-instructional	010-4300	636.16
				010-4418	29.41
P23-01627	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	500.68
P23-01628	Amazon Com	052	MATL/SUPL-Instr	010-4300	631.46

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01629	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	615.21
P23-01630	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	294.28
P23-01631	Amazon Com	054	matl-sup-instructional	010-4300	23.22
P23-01632	Amazon Com	032	Matl/Sup - Instructional	010-4300	214.57
P23-01633	Amazon Com	032	Matl/Sup - Instructional	010-4300	522.03
P23-01634	Amazon Com	055	Matl/Supp-Instructional	010-4300	27.99
P23-01635	Amazon Com	032	Matl/Sup - Instructional	010-4300	37.04
P23-01636	Amazon Com	032	Matl/Sup - Instructional	010-4300	95.19
P23-01637	CN School & Office Sol, Inc Cui Iver-Newlin	001	MATS/SUPP FURNITURE	010-4300	2,751.90
				010-4400	2,600.69
P23-01638	CALIFORNIANS TOGETHER	300	Conf- Title III LCAP 3.01	010-5200	500.00
P23-01639	Sinclair Sanitary Supply Inc	003	Stores Supplies	010-9320	6,579.04
P23-01640	School Tech Supply	042	Supplies (Instructional)	010-4318	566.94
P23-01641	LABSOURCE, INC	003	store supplies	010-9320	799.16
P23-01642	Extreme Clean	003	store supplies	010-9320	5,163.16
P23-01643	Petroleum Telecom Inc DBA Telecom	042	Materials and Supplies	010-4300	529.86
P23-01644	Witherspoon Ent Inc DBA Port A Stor	055	Rental	010-5600	1,500.00
P23-01645	VF Outdoor LLC	360	Driscolls donation to buy shoes for students.	010-4300	2,337.95
P23-01646	Daniels Tire Service	003	vehicle repair and maintenance	010-4300	871.68
				010-5632	466.50
P23-01647	ORIENTAL TRADING COMPANY	053	Materials/ Supplies- Incentives	010-4300	2,166.13
P23-01648	VEX ROBOTICS LLC	032	Matl/Sup - Instructional	010-4300	5,460.32
P23-01649	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	29,702.07
P23-01650	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	29,702.07
P23-01651	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	22,277.71
P23-01652	Toppers Pizza Place	052	MATL/SUPL-Admin	010-4300	405.97
P23-01653	ESGI, LLC	036	serv -instructional	010-5818	2,688.00
P23-01654	Brainpop Com LLC	046	LICENSE/INSTRUCTION	010-5818	3,566.25
P23-01655	VEX ROBOTICS LLC	032	Matl/Sup - Instructional	010-4300	5,460.32
P23-01656	COSTCO WHOLESALE CORPORATION	046	MATL/SUPPLY-INSTRUCTION	010-4300	2,250.00
P23-01657	HILTON GARDEN INN CHICAGO MCCO RMICK PLACE	630	Hotel - Conference / Sal Gutierrez	010-5200	1,624.83
P23-01658	15TH & L INVESTOR LLC RESIDENC E INN SACRAMENTO	385	Hotel RV Maria Magana & Susana Luna Oct 4 5 6 7 22	010-5200	2,075.96
P23-01659	15TH & L INVESTOR LLC RESIDENC E INN SACRAMENTO	385	RV Reidence Inn Amber Pergeson Oct 5.6.7, 2022	010-5200	1,378.94
P23-01660	Home Depot Inc	042	Materials and Supplies (Instructional)	010-4300	15.58
P23-01661	Nothing Bundt Cakes	032	MATS/SUPP	010-4300	875.00
P23-01662	Amazon Com	315	MATL/SUP LCAP 1.6	010-4300	536.59
P23-01663	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	162.84

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01664	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	734.15
P23-01665	Amazon Com	345	MTLS- LCAP 1.20 (LCFF) TOSAS	010-4200	867.13
P23-01666	Amazon Com	003	store supplies	010-9320	344.14
P23-01667	COUNTY OF VENTURA	640	other services	130-5800	213.06
P23-01668	Acorn Paper Products Co	003	store supplies	010-9320	1,953.04
P23-01669	JOSTENS INC/ MERIDIAN STUDENT PLANNERS	055	Matl/Supp-Instructional	010-4300	1,815.84
P23-01670	Xielo Artisan Desserts	100	Blanket Purchase Order	010-4300	500.00
P23-01671	HHC TRS PORTSMOUTH LLC RENAISS ANCE PALM SPRINGS HOTEL	345	CONF- LCAP 1.20 (LCFF)	010-5200	928.89
P23-01672	Southwest Airlines	385	FLIGHT/CONF Oct,4, 5, 6	010-5200	458.85
P23-01673	Marriott Riverside	300	CONF-CAC	010-5200	4,208.36
P23-01674	Grainger Inc	003	store supplies	010-9320	101.17
P23-01675	Ventura Co Office Of Education	660	Courier Service	010-5800	16,063.00
P23-01676	Ccp Industries	003	store supplies	010-9320	797.67
P23-01677	Veritiv Operating Company	003	store supplies	010-9320	5,273.93
P23-01678	Southwest School & Office Sup	003	store supplies	010-9320	3,202.25
P23-01679	Office Depot Bus Ser Div	003	store supplies	010-9320	5,352.24
P23-01680	Amazon Com	036	matl/sup -instructional	010-4300	1,759.90
P23-01681	Amazon Com	056	Matl/Supplies SEL Learning support	010-4300	282.53
P23-01682	Amazon Com	051	BOOKS (Instructional)	010-4200	542.77
P23-01683	Amazon Com	055	Matl/Supp-Instructional	010-4300	1,106.67
P23-01684	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	36.92
P23-01685	Amazon Com	050	Materials & Supplies-Inst	010-4300	184.74
P23-01686	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	490.37
P23-01687	Amazon Com	032	Matl/Sup - Instructional	010-4300	376.02
P23-01688	Amazon Com	032	Matl/Sup - Instructional	010-4300	316.88
P23-01689	Amazon Com	032	Matl/Sup - Instructional	010-4300	364.19
P23-01690	Amazon Com	032	Matl/Sup - Instructional	010-4300	142.61
P23-01691	Amazon Com	032	Matl/Sup - Instructional	010-4300	140.48
P23-01692	Amazon Com	630	Grounds Materials and Supplies	010-4300	769.66
P23-01693	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS T3	010-4200	72.75
P23-01694	Amazon Com	044	BOOKS OTHER THAN TEXTBOOKS T3	010-4200	113.55
P23-01695	Vogue Sign Company	630	Materials and Supplies	010-5800	11,013.57
P23-01696	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Repair Vehicle #149	010-5632	3,298.95
P23-01697	Shiffler Equipment	630	Grounds Equipment	010-4400	944.44
P23-01698	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / Facilities	010-5800	570.00
P23-01699	TURF RENOVATION MACHINERY, INC	630	Grounds Equipt Parts	010-4353	694.58
P23-01700	Edgewood Press, Inc	003	store supplies	010-9320	1,989.40

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01701	FIRE RECOVERY USA, LLC	630	Professional Service / Driffill	010-5800	150.00
P23-01702	FIRE RECOVERY USA, LLC	630	Professional Service / Driffill	010-5800	150.00
P23-01703	SIGLER WHOLESALE DISTRIBUTORS	630	HVAC Equipt / Marshall	010-4400	1,181.48
P23-01704	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Marina West School	010-5800	129.00
P23-01705	GENESIS FLOOR COVERING INC	630	Flooring Materials and Supplies	010-4322	1,500.00
P23-01706	Barco Products Company	630	Grounds Equipment	010-4400	2,166.65
P23-01707	Barco Products Company	630	Grounds Equipment	010-4400	2,166.65
P23-01708	JB WHOLESALE ROOFING & BUILDIN G SUPPLIES, INC	630	Roofing Materials and Supplies	010-4326	122.36
P23-01709	SALINAS & SONS ROOTER SERVICE	630	Professoanl Service / Lopez	010-5800	835.09
P23-01710	SALINAS & SONS ROOTER SERVICE	630	Professoanl Service / Marshall	010-5800	746.01
P23-01711	3 Chords, Inc Therapy Traveler s	380	SERV(S. RODRIGUEZ:PSYCH)	010-5100	163,600.00
				010-5800	25,000.00
P23-01712	Fun and Function	380	Items for SM motor room (LPAC 1.13)	010-4300	1,950.82
P23-01713	Fun and Function	380	Item for SM motor room (LPAC 1.13)	010-4300	2,183.91
P23-01714	Super Duper Inc	380	Materials & supplies for Alison N. (LPAC 1.3)	010-4300	94.89
P23-01715	3 Chords, Inc Therapy Traveler s	380	SERV(C. GARCIA))	010-5100	87,728.00
				010-5800	25,000.00
P23-01716	Amazon Com	380	Materials and supplies for Erin R. (LPAC 1.3)	010-4300	140.10
P23-01717	Amazon Com	380	Materials & supplies for Debbie D. (LPAC 1.3)	010-4300	176.55
P23-01718	Amazon Com	380	Materials and supplies for Debbie D (LPAC 1.3)	010-4300	61.97
P23-01719	Every Special Child LLC	380	SERV(PARA-L. TRINIDAD)	010-5100	48,200.00
				010-5800	25,000.00
P23-01720	Every Special Child LLC	380	SERV(SLP-S. RAMANAYKE)	010-5100	121,400.00
				010-5800	25,000.00
P23-01721	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	050	SERV/SUPP CONC (GOAL 2, STRATEGY 2)	010-5800	995.00
P23-01722	SMART AND FINAL-C.I. BLVD	044	MATERIALS & SUPPLIES	010-4300	1,000.00
P23-01723	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	053	SERV/SUPP CONC (GOAL 2, STRATEGY 2)	010-5800	795.00
P23-01724	Daryton Andrae Ramsey RAMSE GR OUP	051	T3/SERV (GOAL 1, ACTION 1)	010-5800	23,500.00
P23-01725	HAYNES FAMILY OF PROGRAMS dba/ HAYNES EDUCATION CENTER	380	SERV (GOAL 2, ACTION 9)	010-5100	25,000.00
				010-5800	25,000.00
P23-01726	SCHOOL TECH SUPPLY	046	MATL/SUPPLY-INSTRUCTION	010-4418	4,231.42
P23-01727	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	109.21
P23-01728	SCHOOL TECH SUPPLY	040	COMPUTER EQUIPMENT	010-4318	663.48

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01729	SCHOOL TECH SUPPLY	044	COMPUTER SUPPLIES	010-4318	175.84
P23-01730	SCHOOL TECH SUPPLY	200	COMP EQUIP (Erica)	010-4318	409.69
P23-01731	Walmart	059	Materials & Supplies; Sonia Pina	010-4300	250.00
P23-01732	Amazon Com	345	MLT (LCAP 1.9) (6053-TK)	010-4300	144.28
P23-01733	SCRIPPS MEDIA INC VENTURA COUN TY STAR	100	SERV (LEGAL AD)	010-5800	190.09
P23-01734	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	77.24
P23-01735	Amazon Com	315	MTRL/SUPL LCAP 1.6	010-4300	160.98
P23-01736	SMART AND FINAL-C.I. BLVD	040	MATL/SUPP	010-4300	546.25
P23-01737	COOPERATIVE STRATEGIES LLC	100	SERV	010-5800	1,500.00
P23-01738	Amazon Com	315	MTRL/SUPL LCAP 1.6	010-4300	176.95
P23-01739	Amazon Com	630	Materials and Supplies	010-4300	121.07
P23-01740	Amazon Com	385	Nurses Supplies/Spot Check Monitor/Audio Wipes	010-4300	127.67
P23-01741	Orange Co Dept Of Education	380	CONF (LCAP 2.9)	010-5200	1,050.00
P23-01742	Edgewood Press, Inc	040	MATL/SUPP-INSTRUC	010-4300	1,290.75
P23-01743	Otter Graphics, Inc	059	Materials & Supplies	010-4300	1,089.00
P23-01744	UNIFIED TRAFFIC SYSTEMS INC	056	Matl/Supplies-CHAMPS/PBIS outdoor behavior signage	010-4300	741.81
P23-01745	Newsela, Inc	046	MATL/SUPPLY-INSTRUCTION	010-5818	6,259.00
P23-01746	Positive Promotions	056	Matl/Supplies- Red Ribbon Week Incentives	010-4300	820.15
P23-01747	Ventura Co Office Of Education	004	CONF/TRAVEL	010-5200	50.00
P23-01748	Home Depot Inc	003	store supplies	010-9320	651.13
P23-01749	SCHOLASTIC INC	044	BOOKS OTHER THAN TEXTBOOKS	010-4200	386.68
P23-01750	G&T UNIFORMS AND APPAREL	038	MATL/SUPP-instructional	010-4300	2,340.95
P23-01751	SCHOOL TECH SUPPLY	004	Repair	010-5618	191.09
P23-01752	SCHOOL TECH SUPPLY	004	Repair	010-5618	169.23
P23-01753	SCHOOL TECH SUPPLY	004	Repair	010-5618	169.24
P23-01754	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	804.95
P23-01755	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	268.24
P23-01756	BRANCHING MINDS, INC.	385	Conf Branching Minds Dr. Nocero Dec 6th 7th 2022	010-5200	128.00
P23-01757	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	380	SERV(-J.BOECHER)	010-5800	153,720.00
P23-01758	3 Chords, Inc Therapy Traveler s	380	SERV(D. DIAZ)	010-5100	117,120.00
P23-01759	ATX LEARNING LLC	380	SERV(PARA-A. FUENTES)	010-5100	73,200.00
P23-01760	ATX LEARNING LLC	380	SERV(PARA-V. ALCANTAR)	010-5100	73,200.00
P23-01761	ATX LEARNING LLC	380	SERV(PARA-VALENCIA)	010-5100	73,200.00
P23-01762	ATX LEARNING LLC	380	SERV(PARA-GRAMADA)	010-5100	73,200.00
P23-01763	ATX LEARNING LLC	380	SERV(PARA-S. ARDON)	010-5100	73,200.00
P23-01764	ATX LEARNING LLC	380	SERV(PARA-S. ATSKINSON)	010-5100	73,200.00
P23-01765	ATX LEARNING LLC	380	SERV(PARA-EMBER CARLSON)	010-5100	73,200.00
P23-01766	ATX LEARNING LLC	380	SERV(PARA-V.CORONA)	010-5100	73,200.00

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01767	Every Special Child LLC	380	SERV(PARA-D. GEBHARDT)	010-5100	73,200.00
P23-01768	Every Special Child LLC	380	SERV(PARA-J.CAREY)	010-5100	73,200.00
P23-01769	Every Special Child LLC	380	SERV(PARA-K.ENCISO)	010-5100	73,200.00
P23-01770	Every Special Child LLC	380	SERV(PARA-E.HOLMBOM)	010-5100	73,200.00
P23-01771	MIND RESEARCH INSTITUTE	355	INSTRUCTIONAL SUPPORT (LCAP 1.05)	010-5818	10,500.00
P23-01772	Perma Bound Books	051	BOOKS(Instructional)	010-4200	267.28
P23-01773	School Datebooks	032	Mat/Sup - Instructional	010-4300	199.99
P23-01774	HAVE FUN TEACHING LLC	040	MATL/SUPP-INSTRUCTIONAL	010-4300	3,889.47
P23-01775	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	6,735.82
P23-01776	Curriculum Associates Inc	360	Subscription LCAP 1.10	010-5818	77,625.00
P23-01777	Oriental Trading Co Inc	042	MAT/SUP-INSTRUCTIONAL	010-4300	320.71
P23-01778	MCGRAW HILL EDUCATION, INC	ERC	1.29 LCAP TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	4,588.60
P23-01779	JL DOWNTOWN CAFE	200	MATL/SUPP (Food)	010-4300	1,000.00
P23-01780	PEEBEE & JAY PH	335	Mat/Sup - Admin (LCAP 1.3)	010-4300	115.50
P23-01781	Amazon Com	650	MTLS/ SUPL	010-4300	62.60
P23-01782	Lakeshore Learning Materials	042	Mat/Supp & Equipment (LCAP 1.30)	010-4300	7,663.55
				010-4400	8,230.35
P23-01783	Lakeshore Learning Materials	315	EQUIP/MTLS LCAP 1.6	010-4300	9,195.72
				010-4400	11,630.43
P23-01784	EACCESS SOLUTIONS, INC HONEYWE LL STORE	630	HVAC Materials and Supplies	010-4323	9,805.79
P23-01785	Lakeshore Learning Materials	053	Mat/Supp & Non-Cap Equip (LCAP 1.30)	010-4300	8,786.52
				010-4400	8,230.35
P23-01786	Lakeshore Learning Materials	380	MATLS/SUPPL(BHX) LCAP 1.13	010-4300	3,395.36
P23-01787	Superior Sanitary Supplies	003	Store Supplies	010-9320	4,369.56
P23-01788	Veritiv Operating Company	003	Store Supplies	010-9320	17,753.13
P23-01789	Pioneer Chemical Co	003	Store Supplies	010-9320	1,555.83
P23-01790	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	4,373.28
P23-01791	Southwest School & Office Sup	003	Store Supplies	010-9320	5,776.13
P23-01792	CARNEGIE LEARNING INC	380	SUBSCRIPTION (FAST FORWARD-C.MENA) (LCAP 1.13)	010-5818	150.00
P23-01793	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	187.27
P23-01794	Amazon Com	380	MATLS/SUPPL(Classroom Behavior Supports) LCAP 2.9	010-4300	2,183.32
P23-01795	Amazon Com	380	MATLS/SUPPL(Classroom Behavior Supports) LCAP 2.9	010-4300	1,215.31
P23-01796	Amazon Com	380	MATLS/SUPPL(Classroom Behavior Supports) LCAP 2.9	010-4300	585.40
P23-01797	Amazon Com	380	Materials & Supplies for Daphne R. (LPAC 1.3)	010-4300	198.39
P23-01798	Amazon Com	380	Materials & Supplies for Daphne R. (LCAP 1.3)	010-4300	96.09

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01799	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	150.21
P23-01800	Amazon Com	059	Materials & Supplies	010-4300	485.07
P23-01801	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	67.89
P23-01802	Amazon Com	041	BKS - Instructional	010-4200	285.84
P23-01803	Amazon Com	380	Mat/Supp- LCAP 1.30	010-4300	53.59
P23-01804	Amazon Com	380	Mat/ Supp LCAP 1.30	010-4300	21.46
P23-01805	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	284.78
P23-01806	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	32.75
P23-01807	Amazon Com	038	MATL/SUPP-instr/Guillen)	010-4300	587.69
P23-01808	Amazon Com	038	MATL/SUPP-instr/Guillen)	010-4300	107.24
P23-01809	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	361.01
P23-01810	Amazon Com	610	Ergonomics Materials & Supplies	010-4300	335.95
P23-01811	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	467.09
P23-01812	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	615.36
P23-01813	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	725.85
P23-01814	Amazon Com	610	Ergonomic Materials& Supplies	010-4300	550.76
P23-01815	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	521.92
P23-01816	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	612.95
P23-01817	Amazon Com	610	Ergonomic Materials & Supplies	010-4300	342.13
P23-01818	Amazon Com	038	MATL/SUPP-instr/Ortiz/Carranza)	010-4300	617.82
P23-01819	Amazon Com	038	MATL/SUPP-instr/Carranza/Ortiz	010-4300	72.11
P23-01820	CPI	380	MEMBERSHIP (GARCIA-THOMAS) LCAP 1.30	010-5300	200.00
P23-01821	CARD INTEGRATORS CORPORATION C I SOLUTIONS	620	FEES	010-5631	545.00
				010-5818	995.00
P23-01822	Brookes Publishing Company	059	Materials & Supplies	010-4300	546.24
P23-01823	HEALTH 4 HIRE, INC	360	CONF/PD LCAP 1.09	010-5200	9,834.00
P23-01824	Placer County Office of Ed	385	CA PBIS Conference	010-5200	1,552.26
P23-01825	CPI	380	MEMBERSHIP (J. JASSO) LCAP 1.30	010-5300	200.00
P23-01826	Apple Computer Inc	630	Comp Materials and Supplies	010-4318	471.91
P23-01827	Natl School Public Relations	ASES	MTRL/SUPL LCAP 3.2	010-4300	103.00
P23-01828	THE DISCOVERY SOURCE, INC.	335	Mat/Sup - Instruction (LCAP 1.3)	010-4300	1,484.66
P23-01829	TRI-COUNTY OFFICE FURNITURE	315	FURNITURE LCAP 1.6	010-4400	912.24
P23-01830	SCOTT HANNAN NEXT LEVEL	032	Mat/Sup - Instructional	010-4300	1,092.50
P23-01831	Ultra Pro International, LLC	042	Materials and Supplies (Instructional)	010-4300	91.33
P23-01832	OfficeSupply.com	042	Materials and Supplies (Instructional)	010-4300	343.46
P23-01833	Teachers Pay Teachers	050	Materials & Supplies-Inst	010-4300	154.99
P23-01834	SCHOOL TECH SUPPLY	320	Computer Equip_Private School_Santa Clara	010-4418	13,485.74
P23-01835	Maad Graphics	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	65.55
P23-01836	GOBULK.COM	051	MAT/SUPLIES (Instructional)	010-4300	1,569.92
P23-01837	Petroleum Telcom Inc DBA Telec om	051	EQUIPMENT	010-4300	545.28

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01838	Petroleum Telecom Inc DBA Telecom	050	Materials & Supplies-Inst	010-4300	553.90
P23-01839	ORIENTAL TRADING COMPANY	059	Materials & Supplies	010-4300	159.59
P23-01840	Petroleum Telecom Inc DBA Telecom	044	MATERIALS & SUPPLIES	010-4300	223.10
P23-01841	PANERA BREAD COMPANY PANERA LL C	050	Materials & Supplies	010-4300	400.00
P23-01842	FOLLETT SCHOOL SOLUTIONS, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	604.97
P23-01843	ENGRAVING, AWARDS & GIFTS	600	MATL/SUP-Ribbon Cutting Rose Ave	010-4300	259.60
P23-01844	Textbook Warehouse LLC Textbook Warehouse	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	297.16
P23-01845	School Nurse Supply Co	042	Materials and Supplies (Instructional)	010-4300	146.40
P23-01846	The Math Learning Center	050	Maaterials & Supplies-Inst	010-4300	715.50
P23-01847	ARTS & HEALING INITIATIVE	380	CONF- BTO LCAP 1.13	010-5200	138.00
P23-01848	SCHOLASTIC INC	041	BKS - Instructional	010-4200	186.73
P23-01849	The Markerboard People Inc	050	Materials & Supplies-Inst	010-4300	294.98
P23-01850	Ashton Awards Inc Aswell Trophy	360	LCAP 3.10	010-4300	3,435.91
P23-01851	Kelly Paper	655	Materials and Supplies	010-4300	1,105.33
P23-01852	Ashton Awards Inc Aswell Trophy	056	Matl Supplies/Nametags	010-4300	704.66
P23-01853	Teachers Pay Teachers	042	Materials and Supplies Instructional-RSP	010-4300	27.42
P23-01854	School Specialty Inc	059	Materials & Supplies	010-4300	411.37
P23-01855	Urbane Cafe Alex Bello-Mgr	300	MATL/SUP LCAP 3.01	010-4300	206.73
P23-01856	Printech	056	Matl/Supplies-Duplo Supplies	010-4300	835.13
P23-01857	Printech	044	MATERIALS & SUPPLIES	010-4300	352.79
P23-01858	Old Mission Santa Barbara, Inc	056	Entrance fees-SB Mission Field trip (4th grade)	010-5800	381.28
P23-01859	SACRAMENTO COUNTY OFFICE OF EDUCATION	300	CONF-Registration (LCAP 1.32)	010-5200	1,400.00
P23-01860	Ventura Co Office Of Education	385	VCOE Dr Nocero/School Attendance/SARB	010-5200	100.00
P23-01861	Smart And Final Iris Co	042	Materials and Supplies	010-4300	50.00
P23-01862	Smart And Final Iris Co	042	Materials and Supplies	010-4300	250.00
P23-01863	Grainger Inc	051	MAT/SUPPLIES	010-4300	348.59
P23-01864	VCOE - 0950	383	VCOE/Jessica Alcantar Reg/Enroll Custody,Records	010-5200	100.00
P23-01865	Fedex Freight West Inc	380	FREIGHT LCAP 1.30	010-5901	200.00
P23-01866	REGENTS OF THE UNIV OF CA/UCSD SAN DIEGO SCHOOL OF MEDICINE	380	SERV (DR. TARAS) LCAP 1.13	010-5800	5,000.00
P23-01867	Amazon Com	041	Mat/Sup - Instructional	010-4300	590.23
P23-01868	Office Depot Bus Ser Div	300	Supp- LCAP1.28	010-4300	400.00
P23-01869	UNITED RECORDS MANAGEMENT	650	SERV	010-5800	400.00
P23-01870	Amazon Com	003	store supplies	010-9320	749.46

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01871	LABSOURCE, INC	003	Store Supplies	010-9320	1,204.02
P23-01872	CABE VTA CO CHAPTER	300	Conf-LCAP 3.01	010-5200	1,500.00
P23-01873	SDL, INC	380	SOFTWARE( TRADOS) LCAP 1.30	010-5818	15,650.00
P23-01874	SCHOLASTIC INC	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	32.73
P23-01875	Urbane Cafe Alex Bello-Mgr	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	678.69
P23-01876	COURTYARD LOS ANGELES PASADENA	640	HOTEL/CONF	010-5200	802.91
P23-01877	ORIENTAL TRADING COMPANY	041	Matl-Sup - linstructional	010-4300	799.81
P23-01878	ErgoDirect, Inc	041	Mat/Sup - Instructional	010-4300	118.24
P23-01879	AG Designs 805	036	mat/sup - instructional	010-4300	757.44
P23-01880	AG Designs 805	036	matl/sup - instructional	010-4300	868.54
P23-01881	Amazon Com	066	MATL/SUP-Instructional	010-4300	326.24
P23-01882	Amazon Com	059	Materials & Supplies	010-4300	713.59
P23-01883	CABE VTA CO CHAPTER	038	CONF-instructional (CABE)	010-5200	900.00
P23-01884	LENOVO NOTEBOOK REPAIR CENTER	066	Repair-Instructional	010-5632	231.11
P23-01885	VEX ROBOTICS LLC	038	Matl/Supp-instructional Gouttumukkala	010-4300	1,618.42
P23-01886	ATX LEARNING LLC	380	SERV(SLP-ZUELKE)	010-5100	139,080.00
P23-01887	ATX LEARNING LLC	380	SERV(CERT-MEAD)	010-5100	126,480.00
P23-01888	UNITED RECORDS MANAGEMENT	041	Services	010-5800	500.00
P23-01889	360 Degree Customer, Inc	380	SERV(PARA-A.EDWARDS)	010-5100	76,128.00
P23-01890	360 Degree Customer, Inc	380	SERV(PARA-A.CHISMAR)	010-5100	51,128.00
				010-5800	25,000.00
P23-01891	360 Degree Customer, Inc	380	SERV(PARA-C. SANCHEZ)	010-5100	51,128.00
				010-5800	25,000.00
P23-01892	360 Degree Customer, Inc	380	SERV(PARA-V. NEWMAN)	010-5100	76,128.00
P23-01893	360 Degree Customer, Inc	380	SERV(PARA-B.DUBOIS)	010-5100	76,128.00
P23-01894	360 Degree Customer, Inc	380	SERV(PARA-B.TORRES)	010-5100	76,128.00
P23-01895	360 Degree Customer, Inc	380	SERV(PARA-C.RAYA)	010-5100	76,128.00
P23-01896	360 Degree Customer, Inc	380	SERV(PARA-U.CROSBY)	010-5100	76,128.00
P23-01897	360 Degree Customer, Inc	380	SERV(PARA-D. ALCARAZ)	010-5100	76,128.00
P23-01898	360 Degree Customer, Inc	380	SERV(PARA-F.CAMPUZANO)	010-5100	76,218.00
P23-01899	360 Degree Customer, Inc	380	SERV(PARA-J.PEDRAZA)	010-5100	76,128.00
P23-01900	360 Degree Customer, Inc	380	SERV(PARA-J. CARDENAS)	010-5100	76,128.00
P23-01901	360 Degree Customer, Inc	380	SERV(PARA-K.HUMMINGBIRD)	010-5100	76,128.00
P23-01902	360 Degree Customer, Inc	380	SERV(PARA-K.LAZARO)	010-5100	76,128.00
P23-01903	360 Degree Customer, Inc	380	SERV(PARA-L.NAVA)	010-5100	76,128.00
P23-01904	360 Degree Customer, Inc	380	SERV(PARA-P.BATAUSA)	010-5100	76,128.00
P23-01905	360 Degree Customer, Inc	380	SERV(PARA-R. OREJEL)	010-5100	76,128.00
P23-01906	360 Degree Customer, Inc	380	SERV(PARA-R.RIVERA)	010-5100	76,128.00
P23-01907	360 Degree Customer, Inc	380	SERV(PARA-Y.LOPEZ)	010-5100	76,128.00

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## Includes Purchase Orders dated 08/23/2022 - 10/05/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01908	First Book	042	BOOKS (INSTRUCTIONAL)	010-4200	35.40
P23-01909	Perma Bound Books	056	Books-\$ from PermaBound Grant	010-4200	1,298.49
P23-01910	CHEFS DEPOT INC CULINARY DEPOT INC	640	EQUIPMENT/6400	010-6400	149,267.40
P23-01911	PEAR DECK, INC	051	SUBSCRIPTIONS	010-5818	3,392.82
P23-01912	Museum of Science	335	Mat/Sup - Instruction LCAP 1.3 UTK	010-4300	12,831.32
P23-01913	Nearpod Inc.	046	LICENSE/INSTRUCTION	010-5818	3,125.00
P23-01914	SCHOOL TECH SUPPLY	041	COMP EQUIP - INSTRUCTIONAL	010-4318	1,480.00
				010-4418	2,487.04
P23-01915	SCHOOL TECH SUPPLY	004	MAT/ SUP	010-4418	3,565.37
P23-01916	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	1,621.81
P23-01917	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	672.75
P23-01918	GENESIS FLOOR COVERING INC	630	Def Maint /Prof Service / Kamala	140-5800	2,984.00
P23-01919	GENESIS FLOOR COVERING INC	630	Def Maint/ Prof Service / Marina West	140-5800	11,966.00
P23-01920	SMART AND FINAL-C.I. BLVD	054	mat/sup-instructional	010-4300	600.00
P23-01921	Amazon Com	054	mat/sup-instructional	010-4300	219.44
P23-01922	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	305.77
P23-01923	Amazon Com	054	Mat/sup-instructional	010-4300	66.10
P23-01924	COSTCO WHOLESALE CORPORATION	048	MATERIALS AND SUPPLIES-MEETING	010-4300	500.00
P23-01925	Southwest Airlines	630	Itinerary / Sal Gutierrez	010-5200	1,271.97
P23-01926	Amazon Com	320	Mat/Sup - CARES Act - Santa Clara Private School	010-4300	1,149.08
P23-01927	Amazon Com	041	Mat/Sup - Instructional	010-4300	1,925.99
P23-01928	Amazon Com	320	Mat/Sup - CARES Act - St. Anthony's	010-4300	6,938.34
P23-01929	CABE VTA CO CHAPTER	036	conf/instructional	010-5200	825.00
P23-01930	University of North Carolina at Chapel Hill	059	Travel & Conference- Michelle Biggerstaff	010-5200	540.00
P23-01931	Taqueria La Chaparrita 805	041	Mat/ Sup - (SIP Day)	010-4300	1,420.25
P23-01932	SCHOOL TECH SUPPLY	046	MATL/SUPPLY-INSTRUCTION	010-4418	11,561.32
P23-01933	SCHOOL TECH SUPPLY	051	MAT/SUPPLIES	010-4300	816.06
P23-01934	Petroleum Telecom Inc DBA Telecom	066	REPAIR-INSTRUCTIONAL	010-5632	112.74
P23-01935	Walmart	060	Material/SUP (P.O. Walmart	010-4300	2,000.00
P23-01936	Lakeshore Learning Materials-V	054	mat/sup-instructional	010-4300	600.00
P23-01937	Amazon Com	050	Materials & Supplies-Inst	010-4300	260.98
P23-01938	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	173.40
P23-01939	Amazon Com	066	MATL/SUP-Instructional	010-4200	86.06
				010-4300	57.01
P23-01940	Amazon Com	051	MAT/SUPPLIES (instructional)	010-4300	71.99
P23-01941	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	294.31
P23-01942	Amazon Com	066	MATL/SUP-Instructional	010-4200	107.23
				010-4300	54.95
P23-01943	Amazon Com	600	MATLS-cover	010-4300	32.30

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**Includes Purchase Orders dated 08/23/2022 - 10/05/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-01944	Sinclair Sanitary Supply Inc	003	store supplies	010-9320	7,178.62
P23-01945	Office Depot Bus Ser Div	003	Store Supplies	010-9320	6,868.72
P23-01946	ESGI	054	serv-instructional	010-5818	568.00
P23-01947	SCHOOL TECH SUPPLY	385	COMP/EQUIP Family Resource Center	010-4418	10,028.73
P23-01948	AG Designs 805	051	MAT/SUPPLIES	010-4300	923.16
P23-01949	AG Designs 805	051	MAT/SUPPLIES (Instructional)	010-4300	2,359.80
P23-01950	Learning Without Tears	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	712.86
P23-01951	Books del Sur	044	BOOKS OTHER THAN TEXTBOOKS	010-4200	1,091.35
P23-01952	Twig Education Inc.	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	18,645.70
P23-01953	Renaissance Learning Inc	066	Online License- Instructional	010-5818	239.00
P23-01954	Allconnected Inc	004	SERV	010-5800	2,150.00
P23-01955	AG Designs 805	050	Materials & Supplies-Inst	010-4300	3,441.38
P23-01956	Epic Sports, Inc	066	MATL/SUP-Instructional	010-4300	419.03
P23-01957	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	4,588.60
P23-01958	SCHOOL SERVICES OF CALIFORNIA, INC.	600	MATLS - reports	010-4300	874.00
P23-01959	Extreme Clean	003	Store Supplies	010-9320	5,274.59
P23-01960	Amazon Com	060	Materials/SUP(V.Gonzalez)	010-4300	240.17
P23-01961	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	201.91
P23-01962	Amazon Com	630	Materials and Supplies	010-4300	51.50
P23-01963	Amazon Com	630	Grounds Materials and Supplies	010-4300	533.16
P23-01964	Amazon Com	630	Materials and Supplies	010-4300	43.50
<b>Total Number of POs</b>			<b>806</b>	<b>Total</b>	<b>14,062,582.43</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	782	13,830,894.69
130	CAFETERIA FUND	18	121,667.74
140	DEFERRED MAINTENANCE FUND	2	14,950.00
251	DEVELOPER FEES	5	95,070.00
<b>Total</b>			<b>14,062,582.43</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 08/23/2022 - 10/05/2022

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-01685	41,912,559.40	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRAC	234,166.40
P23-00138	4,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	278.47
P23-00145	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00182	6,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P23-00220	4,000.00	010-4327	GENERAL FUND/WINDOW SUPPLIES	3,000.00
P23-00251	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P23-00284	1,000.00	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	500.00
P23-00327	30,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	7,000.00
P23-00338	25,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P23-00353	3,123.20	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	2,000.00
P23-00469	23,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20,000.00
P23-00470	12,185.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00
P23-00491	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P23-00498	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,907.50
P23-00564	6,555.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,334.39
P23-00619	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00635	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00637	1,736.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	84.81-
P23-00651	998.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.03-
P23-00652	15,800.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,375.00
P23-00653	21,600.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,200.00
P23-00654	14,971.50	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,104.50
P23-00693	540.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	540.00-
P23-00695	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P23-00696	200.00	010-5632	GENERAL FUND/REPAIRS	500.00-
P23-00748	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,987.50
P23-00755	53,529.32	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	22,265.78
P23-00793	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,100.00
P23-00966	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	493.46
P23-00967	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00984	1,625.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	300.00
P23-00995	49,800.00	010-5900	GENERAL FUND/COMMUNICATIONS	400.00-
P23-00996	655.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	327.75
P23-01006	59.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.92
P23-01018	937.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00-
P23-01044	1,300.00	010-5228	GENERAL FUND/BOARD MEMBER CORDES	650.00
P23-01046	521.24	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.62
P23-01157	244.47	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.45
			<b>Total PO Changes</b>	<b>336,291.90</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** October 19, 2022

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

### **Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, First Quarter (Carroll)**

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, First quarter, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Williams UCP Quarterly Report 2022-23\\_1stqtr\\_Oct2022 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints  
 [Education Code Section 35186]  
 Fiscal Year 2022-23

District: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

Title: \_\_\_\_\_

- Quarterly Report Submission Date:  October 31, 2022 (7/1/22 to 9/30/22)  
 (check one)  January 31, 2023 (10/1/22 to 12/31/22)  
 April 28, 2023 (1/1/23 to 3/31/23)  
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

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

Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

\_\_\_\_\_  
 Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** October 19, 2022

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

### **Establishment and Abolishment of Positions (Carroll/Torres)**

---

#### Establish

an eight-hour 183-day Paraeducator – Special Education position number 10601 to be established in the Special Education department. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2000 to be established at Marshall School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 1001 to be established at San Miguel School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2114 to be established in the Special Education department. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2113 to be established at Curren School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 6783 to be established at Chavez School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 1975 to be established at McAuliffe School. This position will be established to update the Instructional Assistant Severely Handicap position to the new job description of Paraeducator – Special Education.

an eight-hour 246-day Maintenance Worker II position number 11364 to be established in the Facilities department. This position will be established to replace Maintenance Worker I position number 5844.

#### Abolish

an eight-hour 246-day Maintenance Worker I position number 5844 to be abolished in the Facilities department. This position will be abolished as it is being replaced with Maintenance Worker II position

number 11364.

**FISCAL IMPACT:**

Cost for 7 Paraeducators – Special Education: \$6,181 Special Education funds

Cost for 1 Maintenance Worker II: \$89,606 Routine Restricted Maintenance funds

Savings for 1 Maintenance Worker I: 86,177 Routine Restricted Maintenance funds

**RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** October 19, 2022

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

### **Personnel Actions (Carroll/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 Director, Certificated Human Resources, and the Director, Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Personnel Actions 10.19.22 \(2 pgs\).pdf](#)  
[Certificated Personnel Actions 10192022 \(one page\)](#)

## CLASSIFIED PERSONNEL ACTIONS

**New Hires**

Averiette, Donna C	Child Nutrition Worker, Position #129 Brekke/Itinerant 4.0 hrs./185 days	09/26/2022
Carrillo, Efrain	Paraeducator – General Education, Position #10660 Curren 8.0 hrs./183 days	10/04/2022
Castaneda, Angel R	Grounds Maintenance Worker I, Position #10406 Facilities 8.0 hrs./246 days	10/5/2022
Cruz, Gilbert	Custodian, Position #10465 Facilities 8.0 hrs./246 days	09/28/2022
Vasquez, Judith	Campus Assistant, Position #10163 Chavez 4.0 hrs./180 days	10/05/2022
Ramirez, Anthony A	Custodian, Position #10467 Facilities 8.0 hrs./246 days	09/27/2022

**Limited Term/Substitutes**

Alcazar, Karina	Paraeducator (substitute)	09/21/2022
Cabrera, Nathaly	Clerical (substitute)	09/29/2022
Nares, Halie	Paraeducator (substitute)	09/30/2022
Rodriguez, Diana	Clerical (substitute)	09/22/2022
Sosa, Samantha	Paraeducator (substitute)	08/23/2022
Valdez, Almendra	Clerical (substitute)	09/28/2022
Valdez, Kimberly	Paraeducator (substitute)	09/23/2022

**Exempt**

Castellanos, Jordi	AVID Tutor	09/21/2022
Hernandez, Meredith	AVID Tutor	09/23/2022
Martinez, Daniel	AVID Tutor	10/03/2022
Morales, Alondra	AVID Tutor	09/30/2022
Orozco Garcia, Dianne	AVID Tutor	08/22/2022

**Promotions**

Barrera, Yissel J	Paraeducator – Special Education, Position #9291 Lemonwood 5.75 hrs./183 days Campus Assistant, Position #3123 Lemonwood 5.5 hrs./180 days	10/10/2022
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**Transfers**

Alfaro Vazquez, Karen	Intermediate School Secretary, Position #2669 Soria 8.0 hrs./192 days Intermediate School Secretary, Position #649 Fremont 8.0 hrs./192 days	10/10/2022
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**Reinstatement**

Orozco, Dalila	Campus Assistant, Position #3019 Marshall 4.5 hrs./180 days	09/26/2022
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**Unpaid Leave of Absence**

Contreras-Giron, Karen Gildy	Adaptive Technology Specialist, Position #2881 Marshall 8.0 hrs./183 days	10/03/2022 -10/31/2022
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**Release from Probation/  
Abandonment of Position**

11622	Campus Assistant, Position #7151 Fremont 4.25 hrs./180 days	09/22/2022
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**Resignations**

Duarte, Danah A	Health Assistant, Position #10762 Pupil Services 5.75 hrs./183 days	10/03/2022
Lopez, Irene	Child Nutrition Worker, Position #186 Driffill 5.5 hrs./180 days	09/28/2022
Medina, Iliana	Paraeducator – General Education, Position #10118 Chavez 4.0 hrs./183 days	10/07/2022
Ramirez, Ramona	Paraeducator III, Position #10650 Special Education 5.75 hrs./183 days	11/10/2022

**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**

Legohn, W Fundi	Intervention Service Provider	2022/2023 School Year
Martinez, Victor	School Counselor	2022/2023 School Year
Naranjo, Andrea	School Counselor	2022/2023 School Year
Rodriguez, Marisa	School Counselor	2022/2023 School Year
Chadic, Jasmine	Substitute Teacher	2022/2023 School Year
Garcia, Janet	Substitute Teacher	2022/2023 School Year
Lopez, Hilary	Substitute Teacher	2022/2023 School Year
Moreno, Kaitlin	Substitute Teacher	2022/2023 School Year
Tapia, Krystal	Substitute Teacher	2022/2023 School Year
Vaughn, William	Substitute Teacher	2022/2023 School Year

**Change of Assignment**

Lopez, Terry	From: Teacher	October 24, 2022
	To: Assistant Principal at Brekke/Ritchen	

**Retirement**

Rodriguez, Ernest	Teacher	October 14, 2022
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #22-153, LingPerfect Translations, Inc. (DeGenna/Ruvalcaba)**

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LingPerfect Translations, Inc. will provide professional translation and over-the-phone interpretation services in over 150 languages to ensure all families and community members have access to all information necessary to engage as educational partners.

**Term of Agreement: October 20, 2022 – June 30, 2023**

#### **FISCAL IMPACT:**

Not to exceed \$5,000.00 – Title 1

#### **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 #22-153 with LingPerfect Translations, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-153, LingPerfect Translations Inc. \(5 Pages\)](#)  
[Certificate of Insurance \(3 Pages\)](#)

## OSD AGREEMENT #22-153

### AGREEMENT FOR OVER-THE-PHONE INTERPRETATION SERVICES

**THIS AGREEMENT** ("Agreement"), effective as of 10/20/2022 ("Effective Date") is made by and between **OXNARD SCHOOL DISTRICT** with its headquarters at 1051 South A Street, Oxnard, CA 93030 ("OXNARD SCHOOL DISTRICT"), and **LingPerfect™ Translations, Inc.** with its headquarters at 1110 Brickell Av. Suite 430-K25, Miami, FL 33131 ("**LingPerfect**").

For and in consideration of the mutual promises and covenants set forth herein, OXNARD SCHOOL DISTRICT and LingPerfect agree as follows:

**WHEREAS**, LingPerfect is a Language Services Provider.

**WHEREAS**, OXNARD SCHOOL DISTRICT desires to contract with LingPerfect for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Covered Services.

Pursuant to this Agreement, OXNARD SCHOOL DISTRICT shall be able to request and LingPerfect shall provide, in accordance with the terms herein, uninterrupted telephone interpretation service 24-hours-a-day / 365 days-a-year / 7 days-a-week; otherwise known as over-the-phone interpretation services (collectively, "**OPI**").

##### a. Included features:

- On-demand interpretation via phone
- Dedicated toll-free number
- Access codes
- Ability to capture call detail
- 24 / 7 live customer service and technical support
- Medically and legally certified interpreters available in just seconds
- HIPAA, HITECH, CMS and Joint Commission compliant

#### 2. Source of Services/Subcontracting.

Services shall be performed by freelance linguists who work as independent contractors for LingPerfect ("**Interpreters**"); provided, however, some OPI calls may be performed by persons employed by or contracting with third-party service providers.

#### 3. Term and Termination.

- a. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall begin on the Effective Date and terminates on June 30, 2023. Subject to Section 2.b below, either party may terminate this Agreement on thirty (30) days' written notice at any time during the Term. OXNARD SCHOOL DISTRICT may terminate this Agreement immediately on written notice to LingPerfect if LingPerfect breaches any provision of this Agreement.
- b. Either party may terminate this Agreement immediately on written notice to the other party, if the other party (i) ceases to actively conduct its business (ii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) makes a general assignment for the benefit of its creditors, or (iv) applies for the appointment of a receiver or

trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee. OXNARD SCHOOL DISTRICT can terminate this agreement immediately upon written notice if OXNARD SCHOOL DISTRICT's financial obligations to LingPerfect are the subject of a garnishment.

4. **Representations and Warranties.** LingPerfect represents and warrants to OXNARD SCHOOL DISTRICT that the following statements are true and will be true throughout the duration of the Agreement:

- a. Organization of LingPerfect. LingPerfect is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- b. Authorization/Freedom to Enter into Agreement: LingPerfect has the full capacity, right, power, and authority to execute and perform this Agreement.
- c. Compliance with Laws. LingPerfect shall comply with all laws (including Common laws), ordinances, codes, rules and regulations (collectively, "Laws") regarding the Services and Deliverables, and LingPerfect's obligations and performance under this Agreement.
- d. Merchantability, Fitness, Conformance. The Services and Deliverables provided by LingPerfect shall (i) be provided in a professional and workman-like manner; (ii) be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; (iii) meet or exceed all industry standards applicable to the Services; and (iv) be in compliance in all respects with all specifications, performance standards, or descriptions furnished, specified or adopted by OXNARD SCHOOL DISTRICT .
- e. Proprietary Rights. The Services and Deliverables do not infringe upon or violate any patent, trademark, copyright or other proprietary rights of any third party.
- f. OXNARD SCHOOL DISTRICT Records. LingPerfect (i) shall use any records, materials, data, and/or other information provided or made available by OXNARD SCHOOL DISTRICT or collected while providing the Services in connection with this Agreement (collectively, the "OXNARD SCHOOL DISTRICT Records"), including any records, materials, data and/or information derived from the OXNARD SCHOOL DISTRICT Records and any aggregated information contained within OXNARD SCHOOL DISTRICT Records, solely for the purpose(s) set forth in this Agreement or as agreed upon by the parties in writing; (ii) shall not authorize or permit any disclosure of OXNARD SCHOOL DISTRICT Records by LingPerfect except as set forth in this Agreement or as agreed upon by the parties in writing; (iii) shall securely return or destroy, as determined by OXNARD SCHOOL DISTRICT , the applicable OXNARD SCHOOL DISTRICT Records, including any copies, immediately upon the termination or expiration of this Agreement, and shall not retain any information from the OXNARD SCHOOL DISTRICT Records; and (iv) shall not copy, duplicate or otherwise reproduce in any manner the OXNARD SCHOOL DISTRICT Records or any portion of the information contained in or derived from the OXNARD SCHOOL DISTRICT Records except as set forth in this Agreement or as agreed upon by the parties in writing. As between LingPerfect and OXNARD SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT owns all right, title and interest in and to the OXNARD SCHOOL DISTRICT Records. OXNARD SCHOOL DISTRICT Records shall be deemed the Confidential Information of OXNARD SCHOOL DISTRICT. Other than for purposes of performing under this Agreement, LingPerfect shall not aggregate, reverse-compile or reverse engineer any OXNARD SCHOOL DISTRICT Records, even if such aggregation, collection or data manipulation is anonymous or shall be used for statistical purposes or otherwise.

5. **Indemnification.**

- a. LingPerfect shall defend, indemnify and hold harmless OXNARD SCHOOL DISTRICT , its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents ( collectively, the “OXNARD SCHOOL DISTRICT Parties”) from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) (each, a “Claim”) arising out of or otherwise relating to LingPerfect’s performance or failure to perform as required by this Agreement, LingPerfect’s acts or omissions, or any of LingPerfect’s representations or warranties contained in this Agreement.
- b. OXNARD SCHOOL DISTRICT shall defend, indemnify and hold harmless LingPerfect from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) (each, a “Claim”) arising out of or otherwise relating to (a) material or information supplied by OXNARD SCHOOL DISTRICT pursuant to this Agreement when such material or information is used as directed by OXNARD SCHOOL DISTRICT ; (b) OXNARD SCHOOL DISTRICT trademarks, trade dress or other intellectual property (except patents) provided by OXNARD SCHOOL DISTRICT (the “Intellectual Property”) infringing any intellectual property rights of a third party when such Intellectual Property is used as directed by OXNARD SCHOOL DISTRICT ; or (c) OXNARD SCHOOL DISTRICT ’s breach or alleged breach of this Agreement.

6. **Notices.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and may be transmitted via email with a read receipt in accordance with the regular method of communication between the parties. Alternatively, each party may elect to use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time delivery is shown in the courier’s records; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for each party shall be as listed below:

**OXNARD SCHOOL DISTRICT**  
1051 South A Street,  
Oxnard, CA 93030  
ATTN: Teresa Ruvalcaba  
Email: [truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)

**LingPerfect™ Translations Inc.**  
1110 Brickell Av., Suite 430-K25  
Miami, FL 33131  
ATTN: Emily C. Layher  
Email: [elayher@lingperfect.com](mailto:elayher@lingperfect.com)

7. **Governing Law and Venue.** The laws of the State of Florida, without regard to Florida's choice-of-law principles, govern all matters arising out of or related to this Agreement. The parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States

8. **Entire Agreement.**

- a. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties’ agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- b. This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the

earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by LingPerfect.

- c. In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

9. **Pricing.**

- a. Any active account not reaching a minimum of 50 minutes per month will have a \$25 minimum monthly service fee applied.
- b. All scheduled calls require a sixty (60) minute minimum and twenty-four (24) hours' notice of cancellation;
- c. Scheduled calls reserved for more than 60 minutes, started late or no-shows are billable for the total time booked.
- d. Each Third-Party call will incur an additional charge of Fifteen cents (\$0.15) per minute;
- e. Each call (including Third Party) placed internationally will incur an additional charge as per carriers' published pricing;
- f. Per minute rates:

<b>Tiered Pricing</b>	<b>Spanish (per minute)</b>	<b>All other languages (per minute)</b>
<b>0 - 50 mins./month</b>	\$25.00 Minimum fee	
<b>51 - 5,000 mins./month (Base rate)</b>	\$2.00	\$2.50
<b>5,001 – 10,000 mins./month</b>	\$1.75	\$2.25
<b>10,001 – 20,000 mins./month</b>	\$1.50	\$2.00
<b>20,001+ mins./month</b>	\$1.25	\$1.75
<b>3<sup>rd</sup> Party call</b>	+\$0.15	+\$0.15
<b>3<sup>rd</sup> Party call (International)</b>	Additional charge as per carriers' published pricing	

OXNARD SCHOOL DISTRICT, INC.

LingPerfect™ Translations, Inc.



\_\_\_\_\_  
Name: Lisa A. Franz

\_\_\_\_\_  
Name: Emily C. Layher

Title: Director, Purchasing

Title: Senior Account Executive

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

Date: 10/03/2022

**Confidentiality Notice:** This document is confidential and contains proprietary information and intellectual property of LingPerfect™ Translations, Inc. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of LingPerfect™ Translations, Inc. Please be aware that disclosure, copying, distribution or use of this document and the information contained therein is strictly prohibited.

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

<b>Policy No.</b> EONNYF146021734-002	
<b>Item 1. Named Insured</b>	Lingperfect Translations, Inc Principal Address: 1110 Brickell Ave Suite 430-K25 Miami, FL 33131
<b>Item 2. Policy Period:</b>	From 12:01 a.m. 10-22-2019. To 12:01 a.m. 10-22-2020 (Local time at the address shown in Item 1)
<b>Item 3. Limit of Liability (including Claims Expenses)</b>	\$1,000,000 Each Claim \$1,000,000 Aggregate Limit \$ 5,000.00 <b>Disciplinary Proceeding Claims Expenses</b> Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above)
<b>Item 4. Retention</b>	\$2,500 Each Claim
<b>Item 5. Premium:</b>	\$2,480.00
<b>Item 6. Retroactive Date (if applicable):</b>	10/22/2012
<b>Item 7. Professional Services:</b>	See MPL Amendatory Endorsement-Definition of Professional Services
<b>Item 8. NOTICE TO INSURER:</b>	Phone:

800-433-0385 (Business Hours)  
800-523-9254 (After Hours)

*Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.*

**Mail:**

Chubb North America Claims  
PO Box 5122  
Scranton, PA 18505-0554

**FIRST NOTICES FAX:**

877-395-0131 (Toll Free)

**FIRST NOTICES EMAIL:**

[ChubbClaimsFirstNotice@Chubb.com](mailto:ChubbClaimsFirstNotice@Chubb.com)

**Item 9. Optional Extended Reporting Period:**

Additional Premium: 100% of last annual premium.

Additional Period: 12 months

**Item 10. Endorsements:**

PF18873	(1105)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY DECLARATIONS
CC1K11i	(0218)	SIGNATURES
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF19976	(0306)	AMENDATORY ENDORSEMENT - FLORIDA
PF45312	(0415)	ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT
PF23296a	(0708)	CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PF46593	(0815)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF40583	(0414)	MPL ENHANCEMENT ENDORSEMENT
PF23293	(1207)	MPL AMENDATORY ENDORSEMENT DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION

Producer: SCOTTISH AMERICAN INSURANCE GENERAL AGENCY INC  
648 39TH STREET BROOKLYN  
BROOKLYN, NY 11232  
Z03875

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 10-24-2019

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Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #22-156 – School PR Pro (DeGenna/Shea)**

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School PR Pro will provide virtual support for communication surveys and crisis communication for the Oxnard School District. Services will include conducting baseline research, plans for sharing information about Oxnard School District, and listening to stakeholders. Additionally, they will create and support communications systems that allow easy and effective ongoing communication.

**Term of Agreement:** October 20, 2022 through June 30, 2023

#### **FISCAL IMPACT:**

Not to Exceed \$10,000.00 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, that the Board of Trustees approve Agreement #22-156 with School PR Pro.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-156, School PR Pro \(2 Pages\)](#)

# Oxnard School District

## Proposed Communication Services - October 2022

### OVERVIEW

In an effort to improve communication with a variety of stakeholder groups, Oxnard SD is interested in development of a comprehensive communication survey and crisis communication assistance.

### GOALS

1. Conduct baseline research to understand current perceptions of Oxnard SD and discover the most effective ways of communicating across stakeholder groups
2. Develop a districtwide communications plan for sharing information about Oxnard SD and listening to stakeholders
3. Create communication systems that allow for easy and effective ongoing communication

### SCOPE OF WORK

Based on an initial discussion of the district's immediate needs, the following projects and estimated hours have been tentatively identified. After the initial research has been completed, Oxnard SD may want to add other projects or adjust the priorities based on the feedback received.

- Baseline research Up to 18 hours/\$2,250
  - Develop an annual stakeholder survey that will set a baseline of data for knowledge or programs, perceptions, perceived strengths and weaknesses, preferred methods of communication (5 hours)
  - Implement digital survey among stakeholder groups and provide written version for district translation and distribution as needed (3 hours)
  - Analyze results and prepare a report for the district (5-8 hours)
  - Provide language for ongoing annual surveys (2 hours)
- Comprehensive communications plan Up to 10 hours/\$1,250
  - Based on the research, develop a comprehensive communications plan for Oxnard SD to include key audiences, objectives, messaging, tactics and evaluation methods (6-10 hours)
- Crisis Communication Assistance Up to 40 hours/\$5,000
  - Assist with crisis situations as they arise
  - Collaboratively develop crisis messaging and materials



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #22-159 - City of Oxnard/Oxnard Police Department - SRO Services Cost Sharing 2022-23 through 2024-25 (Aguilera-Fort/Nocero)**

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Oxnard School District and the City of Oxnard seek to partner to promote safe school environments via the support of School Resource Officers (SRO's). Agreement #22-159 provides for the services of one officer and one corporal to be assigned as SRO's to be shared throughout all schools in the district for the 2022-23 through 2024-25 school years.

**Term of Agreement:** October 20, 2022 through June 30, 2025

#### **FISCAL IMPACT:**

\$235,851.00 per year, for a 3-year total of \$707,553.00 to be paid out of LCFF Supplemental & Concentration Funds.

#### **RECOMMENDATION:**

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

#### **ADDITIONAL MATERIALS:**

**Attached:** [SRO Agreement #22-159 October 19 2022 \(7 pages\)](#)

**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 October 20, 2022. 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 one officer and one corporal to be assigned as School Resource Officers (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO’s 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 2022-2023 through 2024-2025 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) (total cost for one officer and one corporal) no less than thirty (30) days prior to June 30 of each of those years.

City shall send invoices to: Director, Pupil Services, 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. In the event that the SRO 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 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 October 20, 2022 to June 30, 2025, 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: Director, Pupil Services

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

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Alexander Nguyen, City Manager

\_\_\_\_\_  
Superintendent or Designee

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
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:** Karling Aguilera-Fort, Ed.D.

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #22-160 – Francisca S. Sanchez dba/Provocative Practice (Aguilera-Fort)**

Provocative Practice will provide the district with strategic planning facilitation, design, and support services.

**Term of Agreement:** October 20, 2022 through January 23, 2023

#### **FISCAL IMPACT:**

\$58,450.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is recommended by the Superintendent that the Board of Trustees approve Agreement #22-160 with Francisca S. Sanchez dba/Provocative Practice.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-160, Francisca S. Sanchez dba/Provocative Practice \(13 Pages\)](#)  
[Proposal \(2 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #22-160**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of October 2022 by and between the Oxnard School District (“District”) and Francisca S. Sanchez dba/Provocative Practice (“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 **October 20, 2022** through **January 23, 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, including reimbursement for actual expenses, shall not exceed Fifty-Eight Thousand Four Hundred Fifty Dollars (\$58,450.00), 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.

Both parties recognize that strategic planning work and services to be provided by the Consultant will build on the Consultant's previously created and owned work, and the District will make no claims on the Consultant's foundational work. The Consultant retains ownership of any work, materials, files, or other documents that were in existence prior to October 20, 2022. Furthermore, the Consultant maintains rights to all intellectual property that is the result of her creativity, design, or artistry.

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

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

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

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

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

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any

other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort  
Phone: (805) 385.1501 x2034  
Fax: (805) 483.7426

To Consultant: Francisca S. Sanchez dba/Provocative Practice  
16 Jersey Lane  
Patterson, CA 95363  
Phone: (909) 322.9844  
Fax:  
Email: [franciscasanchez53@gmail.com](mailto:franciscasanchez53@gmail.com)

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**FRANCISCA S. SANCHEZ  
dba/PROVOCATIVE PRACTICE:**

\_\_\_\_\_  
*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 #22-160

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-160**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 9/23/2022**

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

**PER ATTACHED PROPOSAL DATED 9/23/2022**

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:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #22-160

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-160**

**COMPENSATION**

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

**TOTAL NOT TO EXCEED \$58,450.00 PER ATTACHED PROPOSAL**

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

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

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

**IV. The total compensation for the Services shall not exceed \$58,450.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-160**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-160

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 #22-160

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-160**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



Francisca S. Sánchez

16 Jersey Lane • Patterson, CA 95363

909.322.9844 (C) • 209.894.7816 (H) • franciscasanchez53@gmail.com

TO: Dr. Karling Aguilera-Fort, Superintendent, Oxnard School District  
FROM: Francisca S. Sánchez, Provocative Practice  
SUBJECT: Proposal for Strategic Planning Services  
DATE: September 23, 2022

In response to your request, I am submitting this proposal to provide Oxnard SD with strategic planning facilitation, design, and support services beginning in October 20, 2022 and continuing through January 23, 2023. As we discussed, the overarching outcomes of this work will be to:

- Develop a comprehensive and fully formatted document (strategic plan) that shares the purpose of the plan; the design, development, and stakeholder engagement processes used; the district essentials and related key elements that form the foundation of the plan; the findings of current state; and the strategic goals and major recommendations for action.
- Establish a clear focus among all stakeholders on providing students with engaging, excellent, and equitable learning experiences and environments.
- Create an experience where stakeholders at all levels feel respected, represented, heard, and authentically engaged.
- Generate a sense of excitement, hopeful energy, and joyful possibility among district stakeholders that through their collaborative efforts we can transform Oxnard School District in a significantly positive way.

The specific services proposed in order to accomplish these outcomes are as follows:

## OCTOBER 2022

### 1. Develop Findings Statements (\$3,500)

Develop a set of findings statements based on a review of (a) district documents and key demographic, achievement, and programmatic data and (b) results of recently conducted interviews with staff, students, and parents.

### 2. Establish the District Essentials & Gain Leadership Support & Consensus (\$10,500)

- (a) In collaboration with the Superintendent, draft a set of district essential understandings that builds on the district's current vision/values, student profile, and board goals. These essential understandings will include vision/mission, values, theory of action, principles, strategic goals, and instructional priorities.
- (b) Identify accompanying core through lines, an expanded mindset, and a framework for empowerment.
- (c) Conduct a study session with the Superintendent's Cabinet to introduce, explore, and gain consensus on (a) and (b) above, identify key stakeholders; and review the process/timeline for moving forward with the design of a new district comprehensive strategic plan that has powerful 21<sup>st</sup> century student success at its center.
- (d) Meet separately with a group of key community influencers to garner their support and establish an identity and metaphor for the district's new strategic plan.

## OCTOBER – NOVEMBER 2022

### 3. Engage Stakeholders in Identifying Recommendations for Action (\$31,950)

- (a) Design, organize, convene, and facilitate (4–5 meetings) a broad-based stakeholder group that includes external experts to design a set of major strategic goal recommendations for action, that if fully implemented, would lead the district from its current state to a state reflective of the district's vision for excellence.
- (b) Ensure that the recommendations for action are based on assessment of current state; the desired future articulated by the district leadership; (3) contributions of the stakeholders; and (4) relevant research and expertise.
- (c) As part of these convenings, develop stakeholder materials to support the stakeholder group in its work.

## NOVEMBER 2022 - JANUARY 2023

### 4. Prepare a Written Strategic Plan to Be Submitted to the Board for Adoption/Approval (\$12,500)

- (a) Develop a strategic plan draft based on the work accomplished from September to November 2022.
- (b) Solicit feedback on plan draft from the Superintendent and his designees.
- (c) Design graphics/logo for the new plan.
- (d) Prepare a final fully formatted written strategic plan.
- (e) Work with the Superintendent to prepare/conduct a Board Study Session to orient them to the process and plan.

## TOTAL COST FOR COMPONENTS 1-4: \$58,450

## DISTRICT RESPONSIBILITIES

The district will have responsibility for:

- Duplicating all necessary materials (except the stakeholder session materials), including posters.
- Providing access to required documents, data, and staff.
- Providing direct access to the Superintendent and Cabinet for necessary updates and decision-making.
- Providing appropriate meeting spaces and attendee refreshments, as necessary.
- Identifying and inviting the design process participants.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

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

**Ratification of Amendment #004 to Agreement #17-49 with IBI Group to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)**

---

At the August 23, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 for the provision of architectural/engineering services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between IBI Group and the District.

Subsequent to the approval of Agreement #17-49, three amendments were approved. Amendment No. 001 approved on September 19, 2018 for additional services was for costs associated with changing construction documents to comply with funding constraints. Amendment No. 002 approved on August 21, 2019 for additional services was approved for added costs due to drawing revisions required by the geotechnical report. Amendment No. 003 approved on September 22, 2021 for additional services due to suspension and resumption of services and related costs for changes in approved DSA plans.

Subsequent to Amendments No. 001, 002, and 003 additional fees and services have been required. They are as follows:

The attached proposal received from IBI Group dated June 6, 2022, and titled Proposal for Added Scope / Additional Services: Rose Avenue Elementary School, District Revisions, includes additional fees due as a result of an increase of the Construction Value from the original Agreement #17-49 and the actual Construction Value at approval of the GMP which occurred with Board approval on September 22, 2021. Additional services were also incurred due to the need to revise approved plans due to value engineering, design revisions, District requested changes, and additional coordination meetings as shown in the Additional Services proposal #6.

The attached proposal received from IBI Group dated August 9, 2022, and titled Proposal for Added Scope / Additional Services: Rose Avenue Elementary School, District Revisions, includes additional costs associated with additional services required due to the City of Oxnard requiring a Traffic Study be provided and drawings revised per their plan review process. The proposed cost is to cover an outside consultant being brought in.

The attached proposal received from IBI Group dated August 17, 2022, and titled Proposal for Added Scope / Additional Services: Rose Avenue Elementary School, District Revisions, includes additional costs associated with the multiple meetings and revisions to approved plans. These requests include, but are not limited to, changes to specifications, irrigation/landscape revisions, plan modifications to all buildings, and significant modifications to AV/IT systems throughout the campus.

**FISCAL IMPACT:**

Two Hundred Four Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$204,885.00) to be paid to IBI Group under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 Six-month update.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #004 to Agreement #17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #004 \(4 Pages\)](#)

[IBI Group Proposal, dated June 6, 2022 \(4 Pages\)](#)

[IBI Group Proposal, dated August 9, 2022 \(4 Pages\)](#)

[IBI Group Proposal, dated August 17, 2022 \(4 Pages\)](#)

[Master Services Agreement #17-49, IBI Group \(118 Pages\)](#)

**Amendment No. 004 to Architect  
Services Agreement #17-49**

The Architect Services Agreement (“Agreement”) #17-49 entered into on August 23, 2017, by and between the Oxnard School District (“District”) and IBI Group (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 004 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, the District retained Architect to provide architectural and design services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Rose Avenue School campus;

WHEREAS, upon consideration of the proposed additional Design Services including Architectural, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of IBI Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.2.3 Additional Compensation for Rose Avenue School Reconstruction Project revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “F” thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. One Hundred Ninety Five Thousand Four Hundred Forty-Five Dollars and Zero Cents (\$195,445.00) for Amendment No. 004 and the attached proposal received from IBI Group dated June 6, 2022, is to adjust the base fee paid to IBI Group according to the original Service Agreement #17-49 that allows for adjustment of fees when the contracted construction value exceeds the estimated value of \$22,34,116.00 that was provided to IBI Group at the time the Agreement was entered into. Current construction value is \$41,678,393.00. The additional fee due IBI Group is \$139,033.00. In addition, the original construction period of approximately 18 months was extended to 24 months. Additional work was also required to address and revise documents to allow for value engineering items, design revisions, District requested changes, and additional meetings as itemized in Additional Services No. 006.
- B. Three Thousand Eight Hundred Fifteen Dollars and Zero Cents (\$3,815.00) for Amendment No. 004 according to the attached proposal from IBI Group dated August 9, 2022 added scope and additional services related to the Rose Avenue Elementary School Reconstruction is required due to the comments received back from the City of Oxnard plan reviews of contract drawings to obtain City Street Work Permits. Comments received from the City of Oxnard Plan Review Department required an additional Traffic Plan study and revisions. The services of a Traffic Plan Specialist are now required. Additional services are due as referenced in Additional Services No. 008.
- C. Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$5,625.00) for Amendment No. 004 according to the attached proposal from IBI Group dated August 17, 2022, is for additional services due to the revisions requested by the District to the Administration Building requiring removal of casework, revisions to finishes details, and revisions to electrical outlets and data as referenced in Additional Services No. 007.

**The combined sum for the additional services total:**

**Two Hundred Four Thousand Eight Hundred Eighty-Five Dollars and Zero Cents  
(\$204,885.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 23, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and

are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 004 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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

**IBI GROUP:**

By: \_\_\_\_\_  
Craig Atkinson, Principal Architect

\_\_\_\_\_  
Date

EXHIBIT “F”

PROPOSALS ATTACHED



June 6, 2022

Rick Ostrander  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd, Suite 201  
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:  
Rose Avenue Elementary School, District Revisions***

Dear Rick:

IBI Group is submitting a proposal and request for additional services related to the additional design and construction administration services for the reconstruction of Rose Avenue Elementary School.

In our opinion the additional services are reasonable and justified for the following reasons:

- The original design services proposal was based on the following:
  - Construction value of \$22,344,116. The contracted construction value is \$41,678,393.
  - Construction timeline of approximately 18 months, Current construction schedule: 24 Months
  - Based on the current construction value the fee for Construction Administration services (IBI Only) should be \$315,476 (Contracted IBI CA Fee - \$177,443: Delta of CA Fees = \$138,033)
- In addition to the increased construction value and extended construction period the following additional design and construction services have either been performed or requested:
  - Value engineering
  - Design revisions
  - District requested changes
  - Additional coordination meetings

IBI Group is requesting the approval of additional services and fees for the below listed additional work. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

**SCOPE OF WORK:**

Architectural Design Services

- Value Engineering Item Revisions
  - Buildings A/B/C: Restroom Tile Reduction - Value Engineering (ASI 003)
  - Building B: CMU wall deletion at Service Yard - Value Engineering (ASI 004)
  - Site: Deletion of Trees and associated Accent Lighting - Value Engineering (ASI 005)
  - Site: Replacement of Decomposed Granite - Value Engineering (ASI 006)
  - Building C: Water Loop Deletion Value Engineering (Should this be under VE Items above?)
  
- District Revisions / Coordination:

- Piano Room Electrical Revisions (ASI 014)
- Casework Revisions (Submittal 06 41 00-2.0\_Pending)
- Food Service Revisions (Submittal 11 40 00-2.0\_Pending)
  
- Coordination Items:
  - Building C: Casework Furred Out Wall to accommodate sink waste / vent (ASI 009)
  - Building C: Janitor Fire Riser Conduit Coordination (ASI 010)
  - Building C: Furnace Closet revisions to accommodate Furnaces and conflicts with Mech Wall Louver (ASI 012)
  - Building A/B/C: Multiple Sub-Consultant reviews for Sprinkler Design
  - Building B: Refrigerator Rack Relocation (CCD 04)
  - Building B: Relocation of Roof Access
  - Building B: Mop Sink / Grade Beam conflict (RFI 036)
  - Building A: Nurse Sink Relocation (RFI 113)
  - Site: Mechanical Yard Clearance Coordination (RFI 132.1)
  
- Additional Meetings not anticipated in the original contract

**Scope Exclusions**

Work not specifically identified above.

**Revision Schedule:** The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District. Upon completion of the revised plans IBI Group will coordinate an addendum submittal and review process with DSA to gain the necessary approvals. Additionally, IBI Group will coordinate an addendum distribution of this scope of work during the bidding phase.

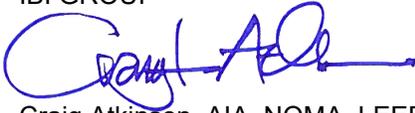
**Compensation:** We propose to provide the above referenced services for the following fixed fee of **\$195,445** (One Hundred Ninety-Five Thousand Four Hundred Forty-Five Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,  
IBI GROUP



Craig Atkinson, AIA, NOMA, LEED AP  
Director | Sr. Principal Architect



Janvi Kanani, AIA, LEED AP BD+C  
Associate Principal | Buildings

Acceptance \_\_\_\_\_ Date

Rick Ostrander, Senior Program Manager  
Caldwell, Flores Winters, Inc.

Attachments: Fee Detail Breakdown



**Project:** Rose Elementary School - Add Service 6  
Proposed Fee Summary

Date: June 6, 2022

**IBI Group Hourly Rates**

Position/Title	Hourly Rate
Director   AOR	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Specification Writer	\$ 160
Sr. CADD   BIM Draftsman	\$ 110
CADD   BIM Draftsman	\$ 90
Admin. Support	\$ 80

**IBI Group Fee Breakdown**

No	Phase	Fixed Fee	Estimated Man Hours						
			Director   AOR	Project Manager	Project Architect	Specifica tion Writer	Sr. CADD   BIM Draftsman	CADD   BIM Draftsman	Admin. Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	<b>Extended Construction Admin (6 Months)</b>								
	Construction Administration	\$ 105,680	24	80	468		140	70	40
	Additional Meetings (26 Weeks)	\$ 14,490	6	26	52				16
	Coordination   Management	\$ 17,800	8	16	80		16		8
	<b>IBI Subtotal</b>	<b>\$ 137,970</b>	<b>38</b>	<b>122</b>	<b>600</b>	<b>0</b>	<b>156</b>	<b>70</b>	<b>64</b>
2	<b>District Revisions</b>								
	Value Engineering Items	\$ 17,935	1	8	40		56	48	8
	District Revisions   Coordination	\$ 19,245	1	16	30		72	40	8
	Additional Meetings	\$ 4,520		8	24				



**Project:** Rose Elementary School - Add Service 6  
 Proposed Fee Summary

Date: June 6, 2022

Other Coordination Items	\$ 15,775	1	12	48		40	24	8
<b>Subtotal Agency Approval</b>	<b>\$ 57,475</b>	<b>3</b>	<b>44</b>	<b>142</b>	<b>0</b>	<b>168</b>	<b>112</b>	<b>24</b>
<b>Total A/E Fees</b>								
Total Architectural Fee	\$ 195,445							
Subconsultant Fees								
Total Civil Fee	\$ -	N/A						
Total Landscape Fee	\$ -	N/A						
Total Structural Fee	\$ -	N/A						
Total MEP/Audiovisual Fee		N/A						
Total Foodservice Fee		N/A						
<b>Total A/E Fee</b>	<b>\$ 195,445</b>							



August 09, 2022

Scott Burkett, Sr. VP  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd, Suite 201  
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:  
Rose Avenue Elementary School, District Revisions***

Dear Rick:

Based on multiple meetings with the Oxnard School District, the District has expressed several revisions to our previously approved plans. These requests include, but are not limited to, changes to specifications, irrigation/landscape revisions, plan modifications to all buildings, and significant modifications to AV/IT systems throughout the campus.

IBI Group is requesting the approval of additional services and fees to proceed with the incorporation of the Traffic Plan listed below to the offsite plans and specifications for City approvals. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

**SCOPE OF WORK:**

Architectural Design Services

- Traffic Plan
  - Prepare plan for traffic planning per City of Oxnard comments for offsite approvals

**Scope Exclusions**

- Work not specifically identified above.

**Revision Schedule:** The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District.

**Compensation:** We propose to provide the above referenced services for the following fixed fee of **\$3,815** (Three Thousand Eight Hundred and fifteen Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

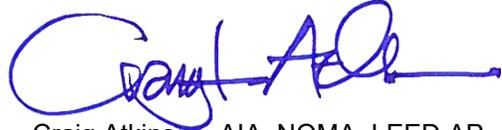
Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,  
IBI GROUP



Janvi Kanani, AIA, LEED AP BD+C  
Associate Principal | Buildings



Craig Atkinson, AIA, NOMA, LEED AP  
Director – Sr. Principal, Architecture

---

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

---

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

---

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Rick Ostrander, Senior Program Manager  
Caldwell, Flores Winters, Inc.

**Attachments:**

Fee Summary – 08/02/2022



**Project:** Rose Elementary School - Add Service 8  
Proposed Fee Summary

Date: August 08, 2022

**IBI Group Hourly Rates**

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Spec Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

**IBI Group Fee Breakdown**

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Spec Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	<b>Traffic Plan for Offsite Approvals</b>								
	Plans	\$ 1,380			4		8		
	Coordination	\$ 2,435	1	4	4		8		
	<b>IBI Subtotal</b>	<b>\$ 3,815</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>
	<b>Total A/E Fees</b>								
	Total Architectural Fee	\$ 3,815							



**Project:** Rose Elementary School - Add Service 8  
 Proposed Fee Summary

Date: August 08, 2022

	Subconsultant Fees								
	Total Civil Fee	\$ -	N/A						
	Total Landscape Fee	\$ -	N/A						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee		Roshanian - Revise Plans						
	Total Foodservice Fee		Webb Foodservice Design						
	<b>Total A/E Fee</b>	<b>\$ 3,815</b>							



August 17, 2022

Scott Burkett, Sr. VP  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd, Suite 201  
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:  
Rose Avenue Elementary School, District Revisions***

Dear Rick:

Based on multiple meetings with the Oxnard School District, the District has expressed several revisions to our previously approved plans. These requests include, but are not limited to, changes to specifications, irrigation/landscape revisions, plan modifications to all buildings, and significant modifications to AV/IT systems throughout the campus.

IBI Group is requesting the approval of additional services and fees to proceed with the incorporation of the District requested scope of work listed below to our currently DSA approved plans and specifications. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

**SCOPE OF WORK:**

Architectural Design Services

- Building A
  - Coordinate plan revisions to incorporate additional electrical outlets and data

Electrical Design Services

- Building A
  - Plan revisions to incorporate additional electrical outlets and data

**Scope Exclusions**

- Work not specifically identified above.

**Revision Schedule:** The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District.

**Compensation:** We propose to provide the above referenced services for the following fixed fee of **\$5,625** (Five Thousand Six Hundred and Twenty-five Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

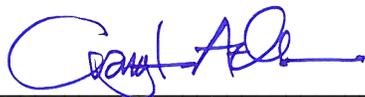
This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,  
IBI GROUP

Janvi Kanani, AIA, LEED AP BD+C  
Associate Principal | Buildings

Craig Atkinson, AIA, NOMA, LEED AP  
Director – Sr. Principal, Architecture

  
\_\_\_\_\_  
Acceptance Date

  
\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Acceptance Date

Rick Ostrander, Senior Program Manager  
Caldwell, Flores Winters, Inc.

**Attachments:**

Fee Summary – 08/17/2022  
Roshanian & Associates –07/29/2022



**Project:** Rose Elementary School - Add Service 7  
Proposed Fee Summary

Date: August 17, 2022

**IBI Group Hourly Rates**

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Spec Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

**IBI Group Fee Breakdown**

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Spec Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	District Revisions for Electrical for Building A								
	DSA CCD	\$ 1,495	1	2			6		2
	Coordination	\$ 1,130	1	2	3				1
	<b>IBI Subtotal</b>	<b>\$ 2,625</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>Total A/E Fees</b>								
	Total Architectural Fee	\$ 2,625							



**Project:** Rose Elementary School - Add Service 7  
 Proposed Fee Summary

Date: August 17, 2022

	Subconsultant Fees								
	Total Civil Fee	\$ -	N/A						
	Total Landscape Fee	\$ -	N/A						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee	\$ 3,000	Roshanian - Revise Plans						
	Total Foodservice Fee		Webb Foodservice Design						
	<b>Total A/E Fee</b>	<b>\$ 5,625</b>							

OSD AGREEMENT #17-49

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**IBI Group**

**AND**

**OXNARD SCHOOL DISTRICT**

**August 24, 2017**

**FOR**

**Reconstruction of Rose Avenue K-5 School**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24<sup>th</sup>** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

### RECITALS

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS, the Parties** intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

**1.1 DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:

**1.1.1 “Addendum”** shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

**1.1.2 “Additional Services”** shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

**1.1.3 “Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.

**1.1.4 “Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

**1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

**1.1.6 “Architect’s Supplemental Instruction” or “ASI”** shall mean a small set of drawings which better explains the intent of the design of a building or structure

**1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

**1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

**1.1.9 “Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.

**1.1.10 “Basic Services”** shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

**1.1.11 “Bid”** shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

**1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

**1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.

**1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

**1.1.15 “CDE”** shall mean the California Department of Education.

**1.1.16 “Change Order” or “CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 **“Change Order Request”** or **“COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.

1.1.19 **“Construction Budget”** shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.

1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid separately.

1.1.25 **“Constructability Review”** shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.

- 1.1.30 **“District”** shall mean the Oxnard School District.
- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

**1.1.45 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

**1.1.46 “Potential Change Order” or “PCO”** shall mean is a written document before it has been approved and effected by the contractor and owner.

**1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

**1.1.48 “Project”** shall mean the project described hereinafter in Section 3.

**1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

**1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

**1.1.51 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

**1.1.52 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

**1.1.53 “Prolog”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

**1.1.54 “Request for Information” or “RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

**1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.

**1.1.56 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.

**1.1.57 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

**1.1.58 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.

**1.1.59 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2 EMPLOYMENT OF ARCHITECT**

**2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

## **SECTION 3 THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

## **SECTION 4 SERVICES**

**4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

## 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

**4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

**4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

**4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

**4.2.4 Cooperation with District and Other Consultants.** The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

**4.2.5 Project Management Software.** The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

**4.2.6 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

**4.2.7 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

**4.2.8 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

**4.2.9 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

**4.2.10 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

**4.2.11 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

**4.2.12 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

**4.2.13 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

**4.2.14 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals and permits.**

**4.2.15 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

**4.2.15.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

**4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

**SECTION 5**  
**ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents  
(\$1,598,090.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b>Architectural Phases</b>	
1	Project Initiation Phase 2.0%
2	Development of Architectural Program 2.0%
3	Schematic Design Phase 10.0%
4	Design Development Phase 17.0%
5	Construction Documents Phase 40.0%
6	Bidding Phase 2.5%
7	Construction Phase 20.0%
8	Project Close Out Phase 6.5%
<b>Total Basic Fee 100.0%</b>	

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

**5.2.2** All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

**5.3 DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

## **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

**5.4.2 REIMBURSABLE EXPENSES.** The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

**5.4.2.1 Travel and Mileage.** Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

**5.4.2.2 Reimbursable Reprographic Services.** Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## 5.5 INVOICES

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

**5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

**6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

**6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

**6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

**6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

**6.2.1 Inability to pay debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

**6.2.2 Assignment for the benefit of creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

**6.2.3 False or misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

**6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

**6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

**6.2.6 Willful violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

**6.2.7 Failure to Cooperate with DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

**6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

**6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

**6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

**6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

### **6.3 DISTRICT REMEDIES**

**6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

**6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

**6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

**6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

**6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 District's Representative:** The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9** **PROJECT SCHEDULE**

### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10** **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

**10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

**10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

**10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

**10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

**10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11** **INDEMNIFICATION AND INSURANCE**

**11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

**11.1.2** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

**11.1.3 Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.

**11.2 INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

**11.2.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

**11.2.1.1 Commercial General Liability Insurance** with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

**11.2.1.2 Automobile Liability Insurance** Minimum of \$1,000,000 limit each accident.

**11.2.1.3 Professional Liability (Errors and Omissions) Insurance** with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4 Workers' Compensation Insurance** as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5 Employer's Liability Insurance** in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1 Commercial General Liability insurance** shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2 Automobile Insurance**, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

**11.2.4.2** With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12** **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "**Claims Resolution Process**" set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a "**Claim**" shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.1** **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

## 12.2 SUBMISSION OF A CLAIM

**12.2.1 By the Architect.** The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.2.2 By the District.** The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.3 CLAIMS RESOLUTION PROCESS.** The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

**12.3.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.3.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.3.3.1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.3.3.2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.3.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.3.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.4 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

## **SECTION 13**

### **NOTICES**

**13 NOTICES.** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

Oxnard School District  
Attn: Cesar Morales - Superintendent  
1051 South A Street  
Oxnard, CA 93030

**TO ARCHITECT:**

IBI Group  
Attn: Craig Atkinson - Principal Architect  
315 W. 9<sup>th</sup> Street, Suite 600  
Los Angeles, CA 90015

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

**SECTION 15**  
**MISCELLANEOUS PROVISIONS**

**15.1 SUCCESSORS AND ASSIGNS.** In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

**15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

**15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

**15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

**15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

**15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

**15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

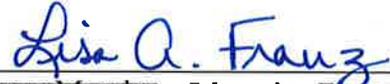
**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By:   
Craig Atkinson  
Title: Principal Architect  
Date: 8/24/2017

**District**

By:   
~~XXXXXXXXXXXX~~ Lisa A. Franz  
Title: ~~Superintendent~~ Director, Purchasing  
Date: 9-7-17

**Architect**

By:   
David Chow  
Title: Western Regional Director  
Date: 8/24/2017

# EXHIBIT "A"

## PROJECT



Date: April 14, 2017

To: William Tuculet  
IBI Group Inc.  
4115 Broad St. Suite B6  
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President  
CFW, Inc.

Subject: **Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School**

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Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

---

6425 CHRISTIE AVENUE, SUITE 270  
EMERYVILLE, CA 94608  
(510) 596-8170

815 COLORADO BLVD, SUITE 201  
LOS ANGELES, CA 90041  
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106  
OXNARD, CA 93035  
(805) 263-6544

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total "all-in" cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total "all-in" cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at [jcogan@cfwinc.com](mailto:jcogan@cfwinc.com).

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Architect Selection Package**  
**Reconstruction of Rose K-5 School and**  
**Construction of New Seabridge K-5 School**

Prepared by:



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# ARCHITECT SELECTION PACKAGE

## I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

### ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

### PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

### DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

---

#### METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

---

#### DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21<sup>st</sup> century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

**Attachment A** describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

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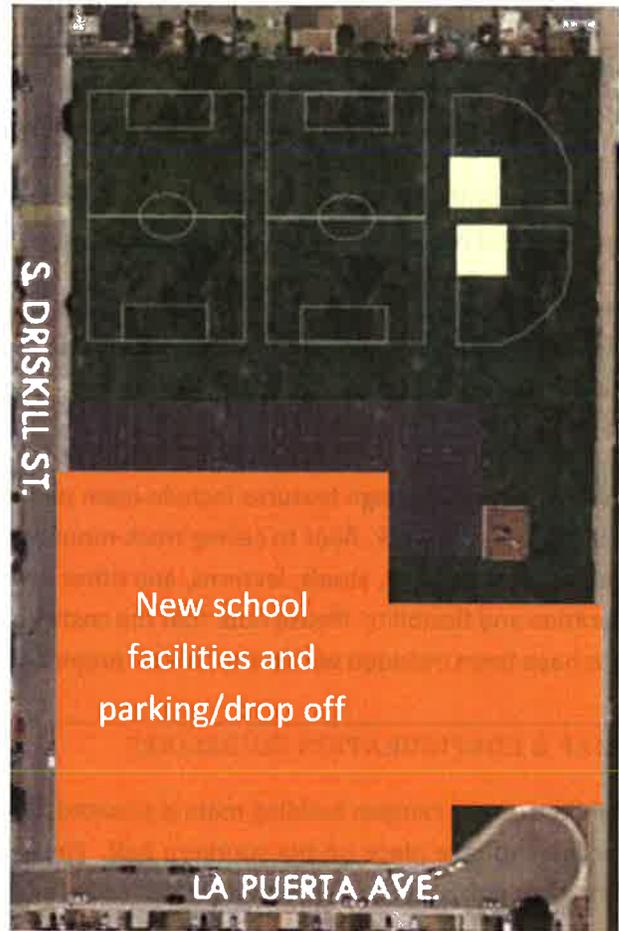
#### SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

**EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL**



**APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET**

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
<b>Teaching Space (Total Sq. Ft.)</b>			<b>30,400</b>
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>450</b>
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
<b>Kindergarten Support Space (Total Sq. Ft.)</b>			<b>760</b>
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,005</b>

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>2,700</b>
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
<b>Multipurpose Facility (Total Sq. Ft.)</b>			<b>6,250</b>
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
<b>TOTAL CLASSROOMS</b>		<b>31</b>	
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>49,765</b>

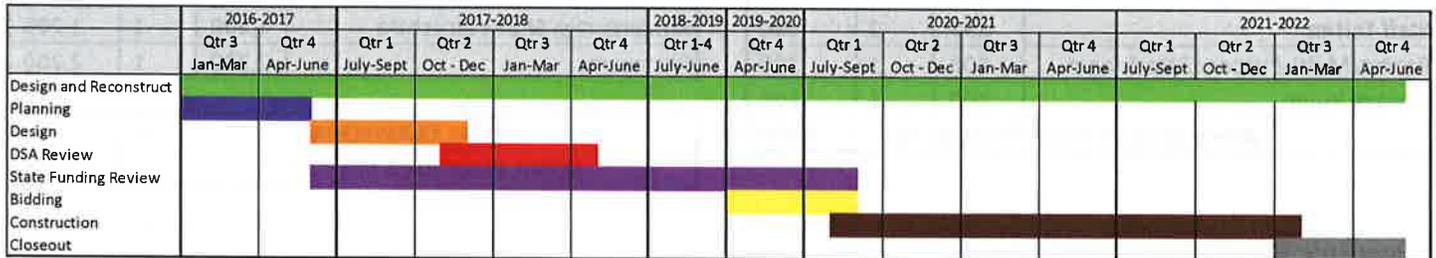
**SUMMARY BUDGET:**

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

<b>Rose Avenue K-5 School Reconstruction</b>		<b>Net Total</b>	<b>Unit</b>	<b>Budget</b>
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	<b>Total Hard Costs / GMP Value</b>			<b>\$22,116,673</b>
<b>Soft Costs</b>				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	<b>Total Soft Costs</b>			<b>\$8,092,837</b>
	<b>"All-in" budget</b>			<b>\$30,209,510</b>

**SUMMARY TIMELINE & SCHEDULE:**

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
  - Start Construction: August, 2020
  - End Construction: January, 2022

## ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

## PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

## DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

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## METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

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## DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21<sup>st</sup> century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21<sup>st</sup> century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

**Attachment A** describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

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## SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

### EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



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## APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
<b>Teaching Space (Total Sq. Ft.)</b>			<b>24,640</b>

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>930</b>

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
<b>Kindergarten Support Space (Total Sq. Ft.)</b>			<b>760</b>

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,005</b>

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>2,700</b>

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
<b>Multipurpose Facility (Total Sq. Ft.)</b>			<b>6,250</b>

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

<b>TOTAL CLASSROOMS</b>		<b>25</b>	
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>44,485</b>

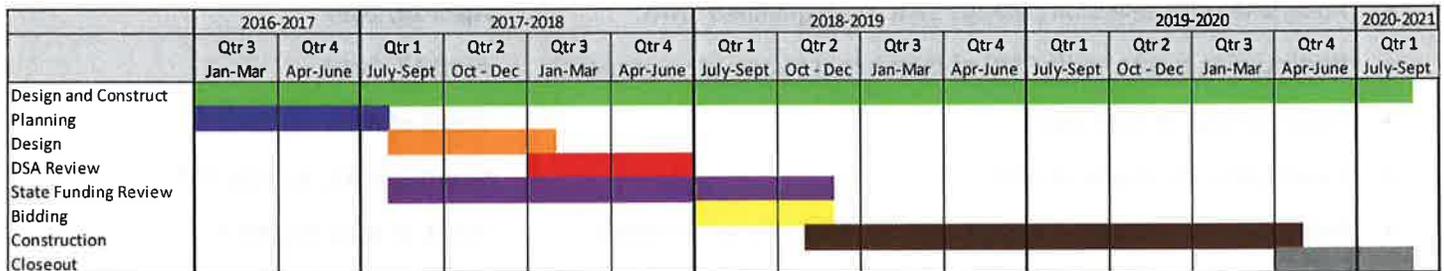
**SUMMARY BUDGET:**

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

<b>New Seabridge K-5 Elementary School</b>		<b>Net Total</b>	<b>Unit</b>	<b>Budget</b>
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	<b>Total Hard Costs / GMP Value</b>	<b>\$20,831,163</b>		
<b>Soft Costs</b>				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	<b>Total Soft Costs</b>	<b>\$7,737,269</b>		
	<b>"All-in" budget</b>	<b>\$28,568,432</b>		

**SUMMARY TIMELINE & SCHEDULE:**

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



**Design & Construct Seabridge K-5 School:**

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

### III. METHOD OF SELECTION

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

#### SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:  
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

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## SUBMITTAL FORMAT & REQUIREMENTS

**General Information:** Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm’s capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.

**Site-Specific Information:** Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
  - a. Narrative of “lessons learned” from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
  - b. Discussion of the complexities of “re-use” or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
  - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm’s proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the “all-in” project budget that integrates hard and soft costs. The estimate should include:
  - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See “Attachment B” – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and “Attachment C” – New Seabridge K-5 Cost Comparison Sheet
  - b. Adequate notation specifying significant assumptions of the cost estimate(s);
  - c. A separate line item identifying the cost for FF&E the project(s);
  - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

### **Proposal Format**

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

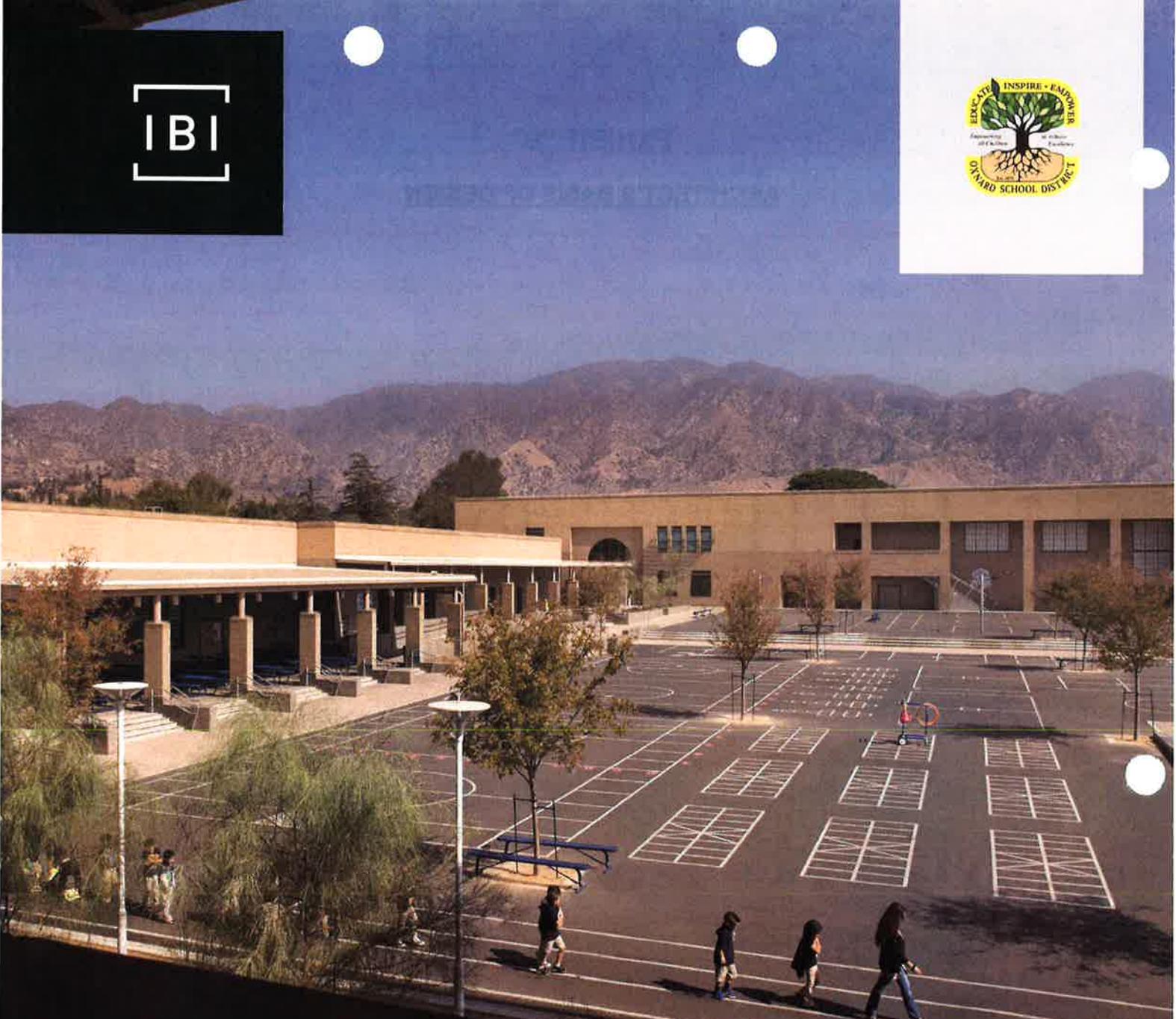
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at [jcogan@cfwinc.com](mailto:jcogan@cfwinc.com) by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

**EXHIBIT "B"**

**ARCHITECT'S BASIS OF DESIGN**



# Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District  
by IBI Group  
May 12, 2017

**How do we create learning communities for the greatest thinkers and the most thoughtful people?**

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



View from South Driskill Street



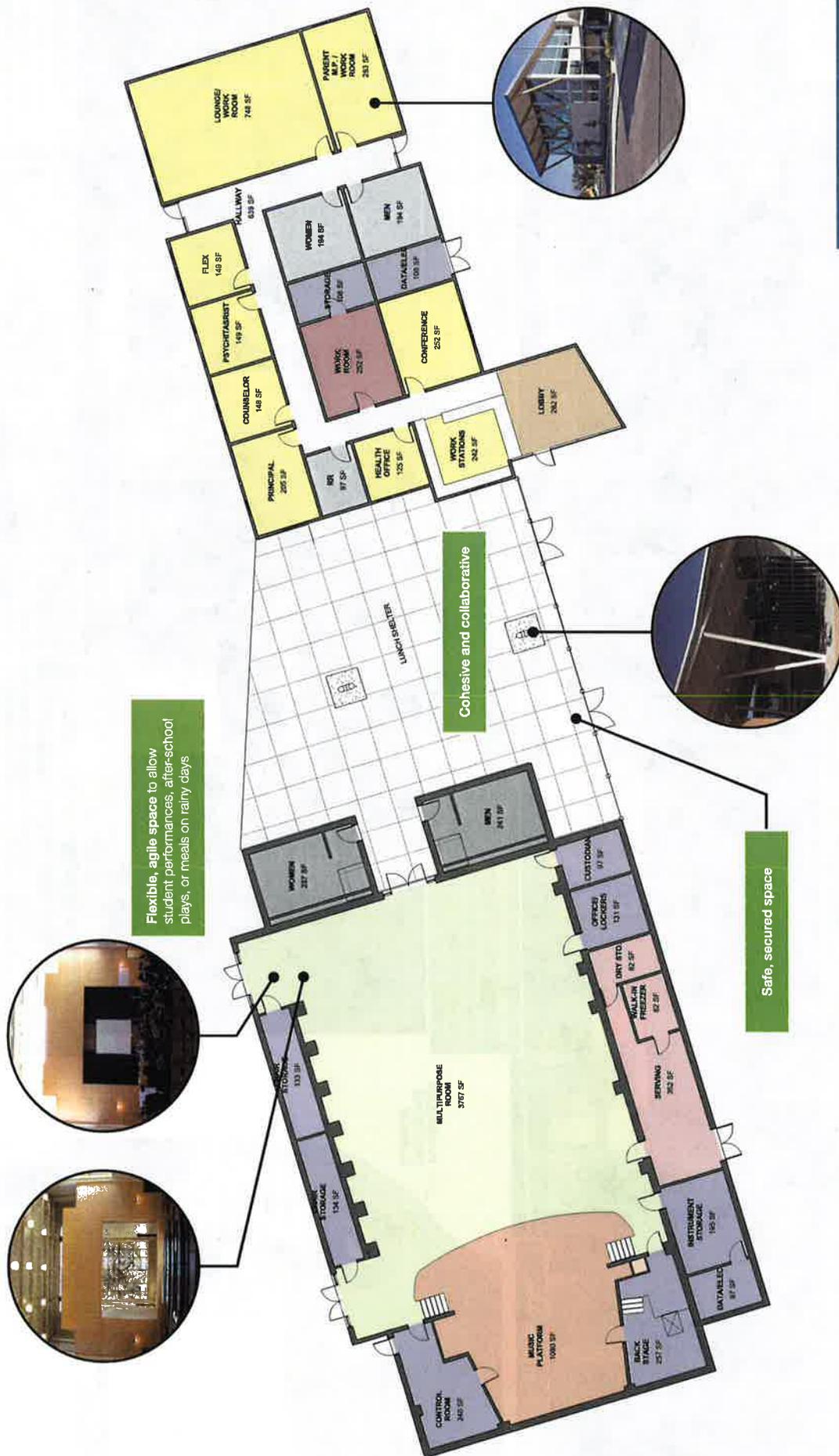
**WE ARE FOCUSED ON THE LEARNER**

The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.

**WE CONNECT CURRICULUM AND BUILDING DESIGN**

Integrating design with teaching tools...like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.



Administrative/  
Multipurpose Building







Defining the cities of tomorrow  
[www.ibigroup.com](http://www.ibigroup.com)

**CONTACT US**

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San Luis Obispo, CA 93401

tel 805-546-0433  
fax 805-546-0504

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IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL  
OXNARD SCHOOL DISTRICT

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
<b>Teaching Space</b>			<b>30,400</b>	<b>Teaching Space</b>					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
<b>Teaching Support Space</b>			<b>450</b>	<b>Teaching Support Space</b>					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
<b>Kindergarten Support Space</b>			<b>760</b>	<b>Kindergarten Support Space</b>					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
<b>Administrative Space</b>			<b>3,005</b>	<b>Administrative Space</b>					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
<b>Library and Resource Center</b>			<b>2,700</b>	<b>Library and Resource Center</b>					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
<b>Multipurpose Facility</b>			<b>6,250</b>	<b>Multipurpose Facility</b>					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing	1	sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
<b>Utility/Support Spaces</b>				<b>Utility/Support Spaces</b>					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
<b>Subtotal</b>			<b>49,765</b>	<b>Subtotal</b>					<b>\$ 17,300,485</b>
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
<b>Total Costs</b>				<b>Total Costs</b>					<b>\$ 22,161,781</b>
<b>Total Hard Costs</b>				<b>Total Hard Costs</b>					<b>\$ 22,161,781</b>
<b>Total Soft Costs</b>				<b>Total Soft Costs</b>	36	%			<b>\$ 7,978,241</b>
<b>Total Contingency (Included in Soft Costs)</b>				<b>Total Contingency (Included in Soft Costs)</b>					
				<b>Total Estimate Project Costs</b>					<b>\$ 30,140,022</b>

**Conceptual Estimate Assumptions:**

- No existing site reports were provided or reviewed as part of this estimate.
- Off-site utilities and utility company fees not included.
- Site power adequate; no new service or transformers needed.
- No escalation included.

# Conceptual Cost Estimate

## Cost Estimate – Rough Order Of Magnitude

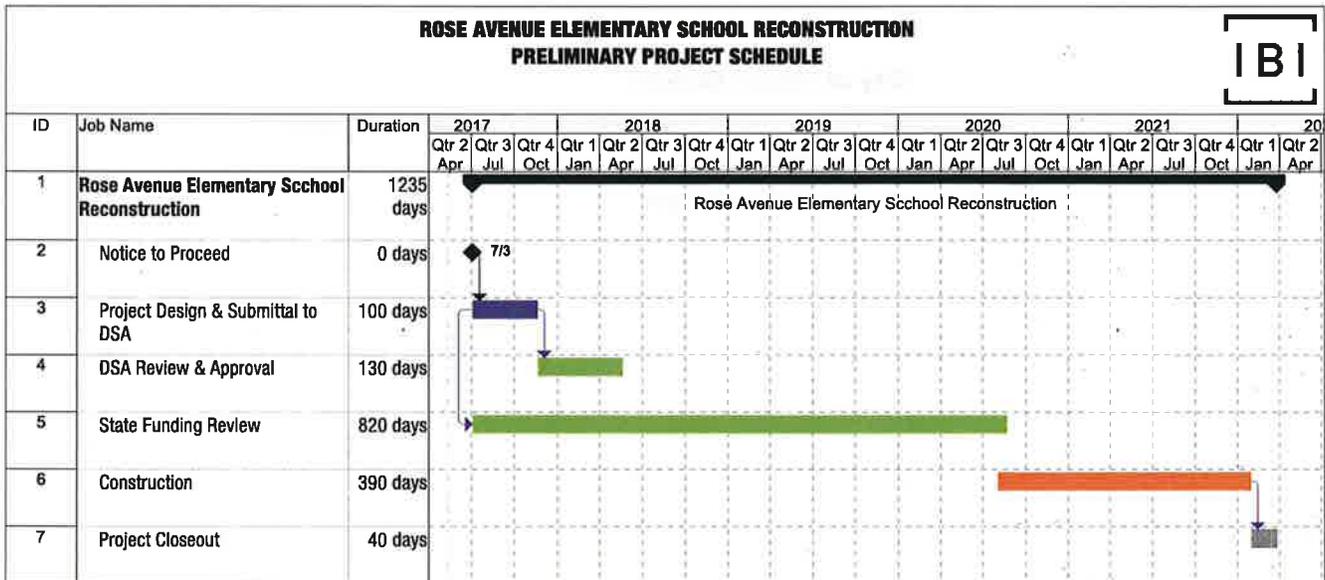
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

*Please see Attachment B on the following page for our full Cost Estimate.*





**Janvi Kanani AIA, LEED AP**

**Project Manager**

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

**+ Education**

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

**+ Registrations**

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

**Representative Projects:**

**Allan Hancock College**

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

**Cuesta College**

- Learning Resource Center – North Campus

**West Valley-Mission Community College District**

- West Valley College Campus Center Renovation (LEED Certified)

**Greenfield Union School District**

- Mary Chapa Academy Admin/Library (on the boards)

**Santa Paula Unified School District**

- Isbell Middle School Flex Labs (on the boards)

**Paso Robles Unified School District**

- Agriculture CTE Center
- Independent Studies Center

**City of Santa Maria**

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

**City of Arroyo Grande**

- Police Station Expansion Needs Assessment and Feasibility Study
- New Police Station



**Osleide Walker**  
**Senior Design Manager**

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

**+ Education**

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

**+ Memberships/Accreditations**

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

**Representative Projects:**

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



**Craig Atkinson AIA, NCARB, LEED AP BD+C**

**Project Architect**

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

**Representative Projects:**

**Oxnard School District**

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

**Paso Robles Unified School District**

- Agricultural CTE Center
- Independent Studies Center

**Orcutt Unified School District**

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

**Kern County Superintendent of Schools**

- North Kern Community School, Delano
- Southeast Career Center

**Allan Hancock College**

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

**+ Education**

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

**+ Registrations**

- Registered Architect, California C-25387
- LEED Accredited Professional

## Proposed Design Personnel

2



### **William R. Tuculet AIA**

#### **Principal Architect**

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

#### **+ Education**

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

#### **+ Registrations**

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

#### **Representative Projects:**

##### **Oxnard School District**

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

##### **Paso Robles Unified School District**

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

##### **Pleasant Valley School District**

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

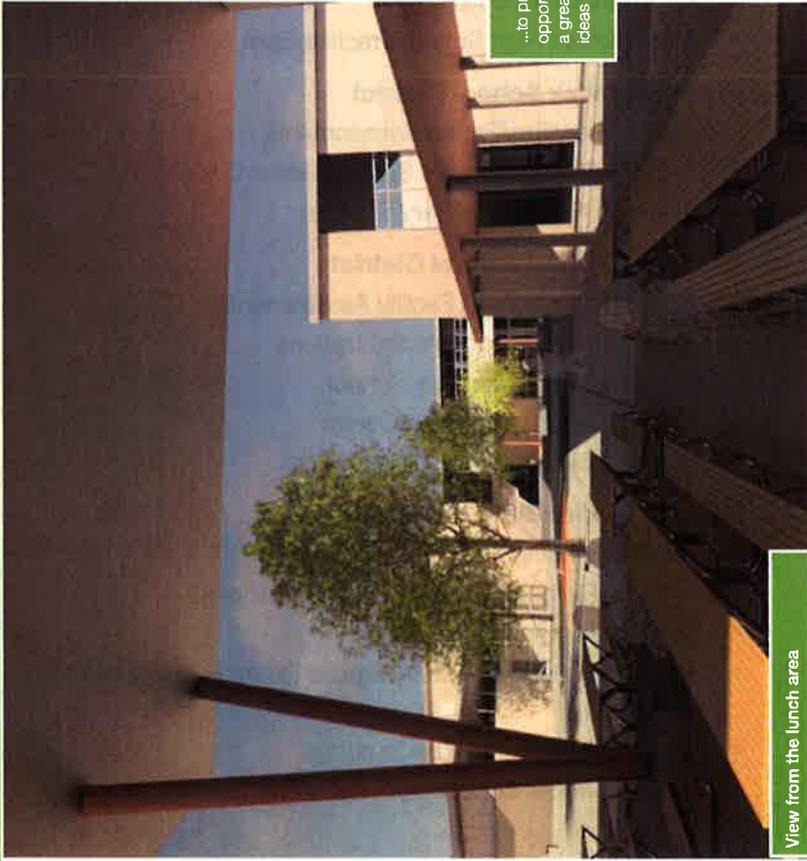
##### **San Jose Unified School District**

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

##### **Milpitas Unified School District**

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...  
...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor Planting area

Outdoor planting areas extend the classrooms to the exteriors

**IBI Group's Approach supports Oxnard School District's Mission/  
Vision Statement: "Empowering All Children to Achieve Excellence"**

Our vision is to create holistic education environments which are designed for the individual learner, as well as wholly integrated and engaged within their surrounding communities and campus.

Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment



Site Layout – Option 1

**Ideas that Express Instruction:** In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

*“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision*

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.



## Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

## Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

## Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.

## Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

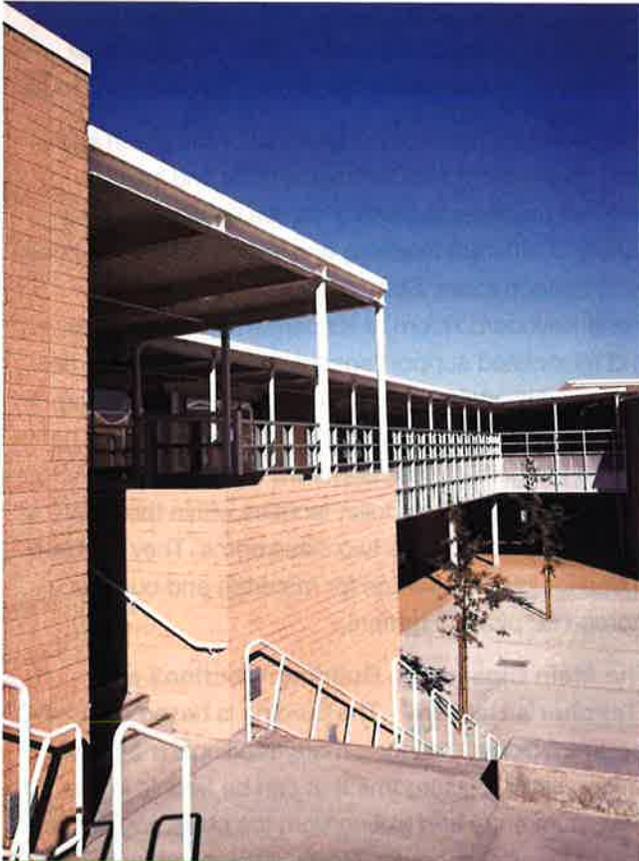
The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

**The Main Classroom Building functions as "Teacher's Helpers"**- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.





DOOLEY ELEMENTARY SCHOOL



### Next Generation Learning Environments

21<sup>st</sup> century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21<sup>st</sup> century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21<sup>st</sup> century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.



**We connect curriculum and facility design. IBI Learning+** is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

**We embrace technology in the learning process. IBI Learning+** is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

**We are engaged within the community.** From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

### **Design Concept: Next Generation Learning**

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail', it's about mastering the realm.

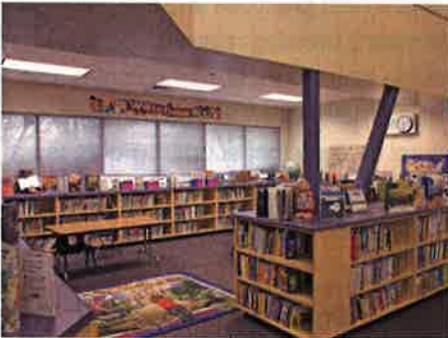
## Site-Specific Information

### Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

**Client:** Millbrae Elementary School District  
**Contact:** Cynthia Shieh, Chief Business Officer  
605-697-5963



**Paso Robles CTE Agriculture Building; Paso Robles, CA**

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

**Client:** Paso Robles Joint Unified School District  
**Contact:** Mr. Ashley Lightfoot, Director of Facilities and Operations  
805-769-1000



**Huron Middle School Classroom Addition; Huron, CA**

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

**Client:** Coalinga-Huron Joint Union School District  
**Contact:** Mr. Jim Reckas, Director of Facilities  
559-935-7640





### Lease-Lease Back Experience

#### **Applied Technology Center; Montebello, CA**

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

**Client:** Montebello Unified School District

**Contact:** Cheryl Plotkin, Director of Facilities  
323-887-7900

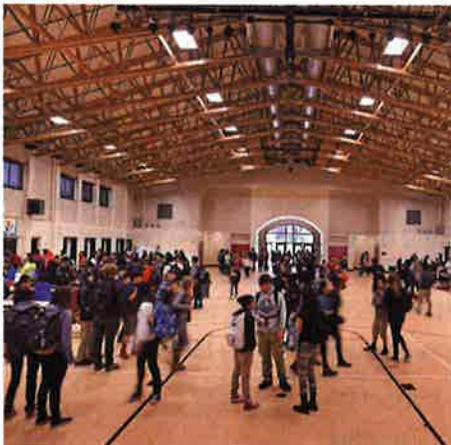


#### **Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA**

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

**Client:** Paso Robles Joint Unified School District

**Contact:** Mr. Ashley Lightfoot, Director of Facilities and Operations  
805-769-1000



#### **Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA**

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

## Lease – Lease Back Experience

4



The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected list of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

## Design Strategies and Proposed Timelines

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

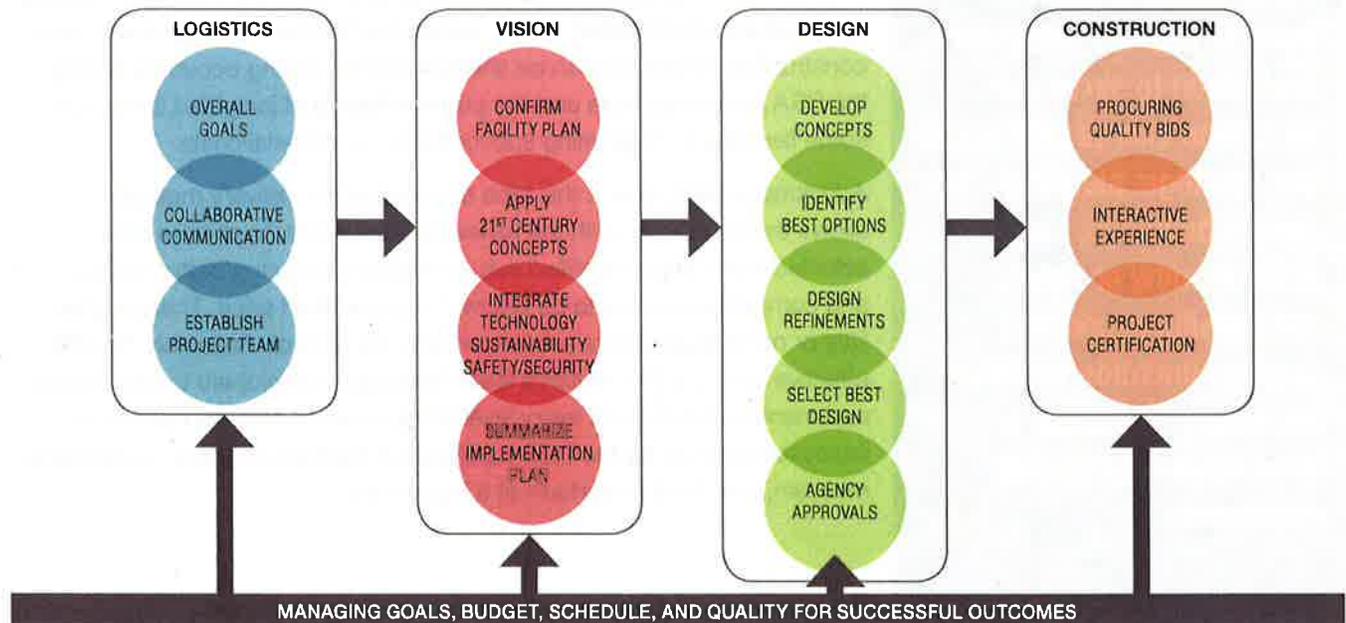
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



### Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
  - Small group, large group spaces
  - Technology rich spaces
- Flexible platforms for continued change, including:
  - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
  - Agile spaces for learning, with multiple connections and possible interpretations
  - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

### Pool Resources

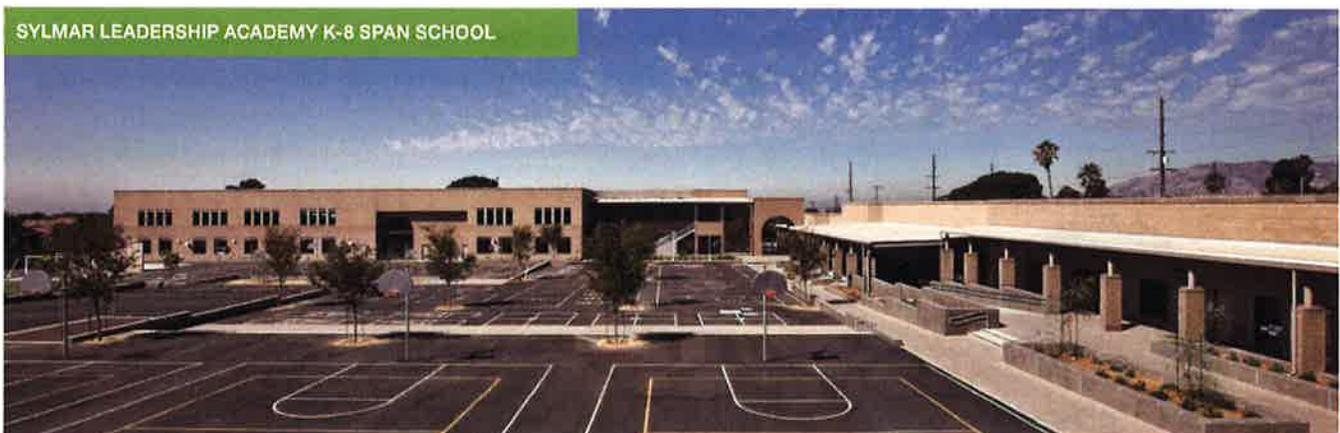
- Foster communication and collaboration:
  - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

### Flexibility

- Adaptable furnishings and furniture:
  - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
  - Flexible/moveable storage that is secure yet accessible

### Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



## Six Design Factors that Impact Learning



**Choice**



**Flexibility**



**Color**



**Connection**



**Light**



**Complexity**

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

### Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

### Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
  - Small Learning Communities – Grouping of the students to promote grade level collaboration
  - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

## Project Recommendations

***“Empowering All Children to Achieve Excellence”***  
**- Oxnard School District**  
**Vision Statement.**

***“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”***

**– Rose Avenue – The School of Science & Wellness**  
**Mission Statement**

### **Creative Design Aesthetics**

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

### Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21<sup>st</sup> century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21<sup>st</sup> century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

### Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21<sup>st</sup> century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

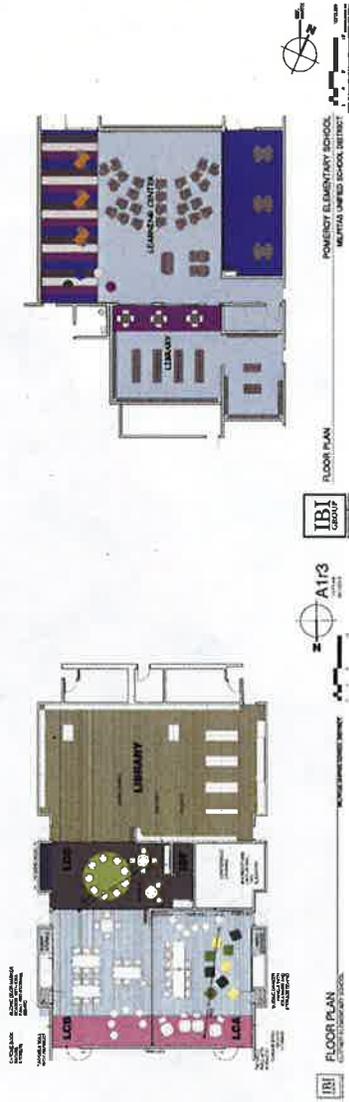
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
  - Reflective spaces, collaborative spaces, performance spaces
  - Small group, large group spaces
  - Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
  - Agile spaces for learning, with multiple connections and possible interpretations
  - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
  - Team teaching spaces for two, three or four synchronous teachers
  - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.



**CURTNER/POMEROY  
LEARNING CENTERS**

At Curtner and Pomerooy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 - 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MULTIS UNIFIED SCHOOL DISTRICT COMPLETED 2016

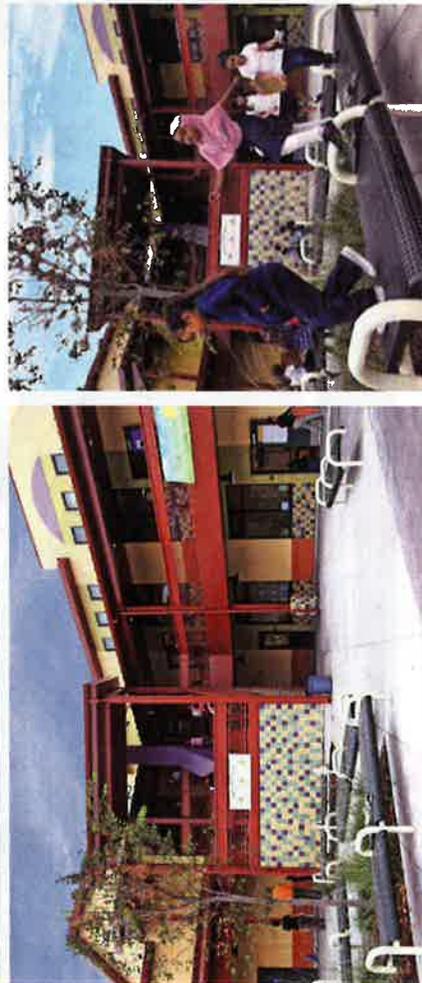




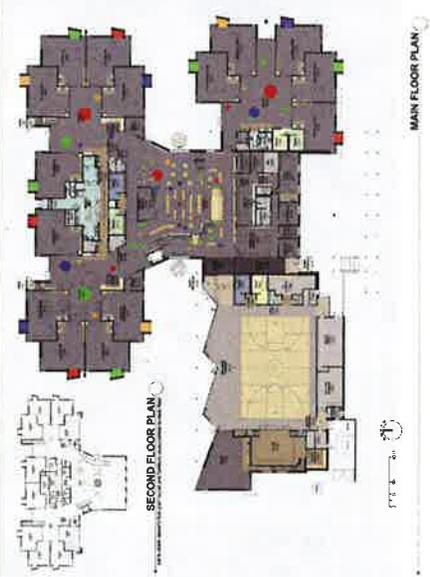
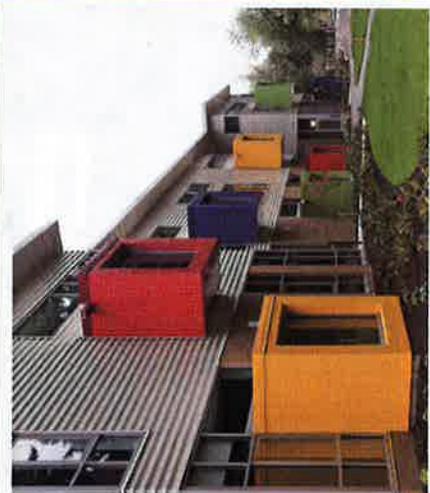
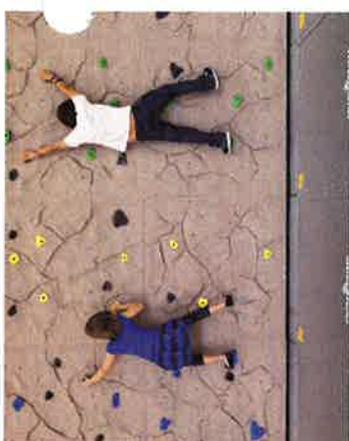
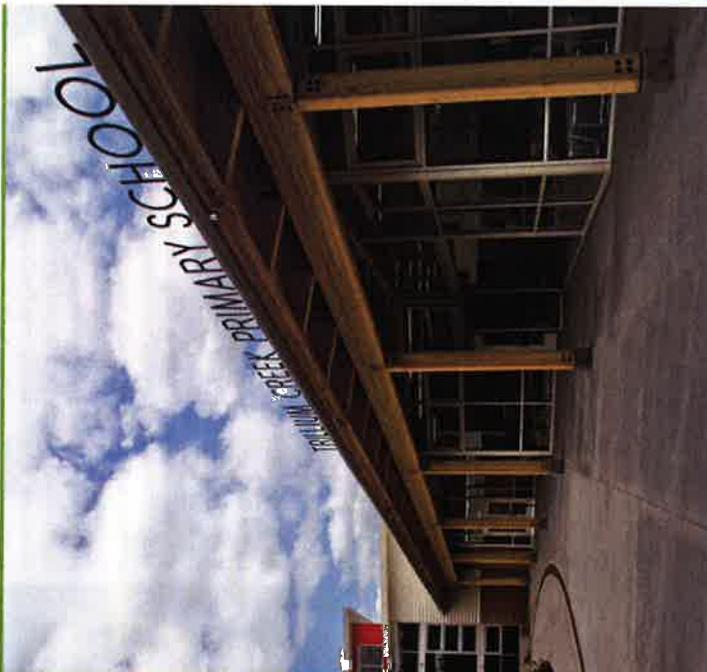
**TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER**

Arsonists destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2016



**TRILLIUM CREEK PRIMARY SCHOOL**  
 Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.



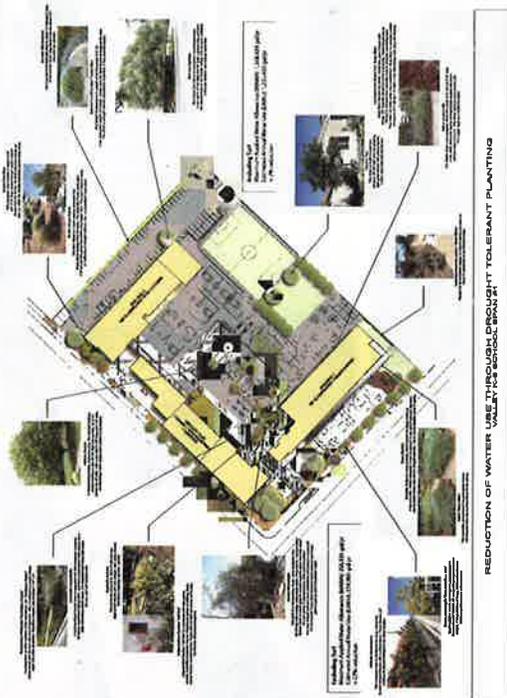




**SYLMAR LEADERSHIP ACADEMY  
K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students with adjacent play areas sized accordingly. This project is located in a semi-rural community with a dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students. The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2014





**FERN ELEMENTARY SCHOOL  
MODERNIZATION AND TWO-STORY  
CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.



## Similar Project Experience

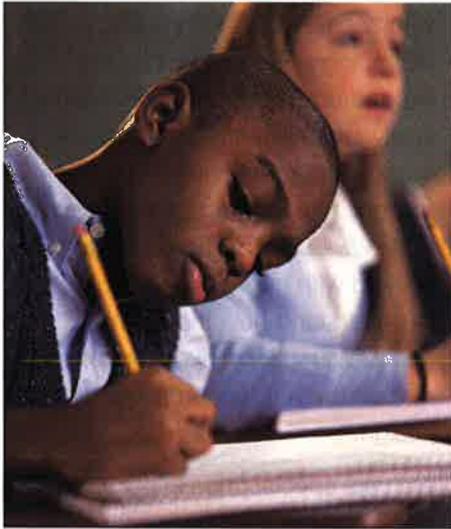


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate “Next Generation” skills into classrooms. This means creating relevant, real world, “Next Generation” environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



## General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



**Defining the Cities  
of Tomorrow**

**Intelligence:** communications systems design, software development, safety and security, systems integration

**Buildings:** building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

**Infrastructure:** planning, urban design, transportation, and engineering

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**IBI Group**  
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San Luis Obispo, CA 93401  
**tel** 805-546-0433  
**fax** 805-546-0504

May 12, 2017

**Oxnard School District**  
**Caldwell Flores Winter Inc.**  
**Attn: Jeremy Cogan, Assistant Vice President**  
**RE: Rose Avenue K-5 Reconstruction**

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

**Experience and Performance:** IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

**Next Generation Education:** IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

**Local Knowledge:** Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

**Capacity, Capability, and Commitment:** The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

**Listen:** IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

Handwritten signature of Craig Atkinson in blue ink.

**Craig Atkinson, AIA, NOMA, LEED AP**  
Principal Architect  
Southern California Education Sector Lead

Handwritten signature of Bill Tuculet in blue ink.

**Bill Tuculet, AIA**  
Principal Architect/Design

**EXHIBIT "C"**  
**BASIC SERVICES AND DESCRIPTION OF SUBMITTALS**

**A. GENERAL REQUIREMENTS**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.  

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
  - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

#### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
  - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
  - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
  - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

## **E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
  - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
  - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
  - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

## **F. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled, dimensioned floor plans with final room locations including all openings.
  - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
  - (iii) Identification of all fixed equipment to be installed in contract.
  - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
  - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
  - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
  - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
    - (a) Light fixtures
    - (b) Ceiling registers or diffusers
    - (c) Access Panels
  - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
    - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - (c) Schematic piping
    - (d) Temperature control zoning.
  - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
  - (f) Fixed equipment details and identification started.
  - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
  - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (b) Large scale mechanical details should be started.
  - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
  - (c) All electrical equipment schedules should be started.
  - (d) Special system components should be approximately located on plans.
  - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
  - (e) Site utility plan virtually complete.
  - (f) Fixed equipment details and identification virtually complete.
  - (g) Reflected ceiling plan virtually complete.
  - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
  - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
  - (b) Large scale mechanical details should be substantially complete.
  - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
  - (c) All electrical equipment schedules should be virtually complete.
  - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
    - (a) Completed site plan.
    - (b) Completed floor plans, elevations and sections.
    - (c) Architectural details and large blow-ups completed.
    - (d) Finish, door and hardware schedules completed, including all details.
    - (e) Site utility plans completed.
    - (f) Fixed equipment details and identification completed.
    - (g) Reflected ceiling plans completed.
  - (ii) Structural:
    - (a) Structural floor plans and sections with detailing completed.
    - (b) Structural calculations completed.
  - (iii) Mechanical:
    - (a) Large scale mechanical details complete.
    - (b) Mechanical schedules for equipment completed.
    - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
    - (d) Complete energy conservation calculations and report.
  - (iv) Electrical:
    - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
    - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
  - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
  - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
  - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
  - (b) Coordination of the development of specifications by other disciplines.
  - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
  - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
  - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
  - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
  - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
  - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
  - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
  - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

## **I. CONSTRUCTION PHASE**

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

## **J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

**K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES**

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

**EXHIBIT "D"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

**(2) Design Development Phase**

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies  
  
four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

**EXHIBIT "E"**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

**Date:** MM/DD/YYYY

**Project: Reconstruction of Rose Avenue K-5 School**

**Consultant:** IBI Group

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IBI Group has submitted Invoice No. 123456 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc.

Date

---

Oxnard School District

Date



## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing

- 5  
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

**EXHIBIT "F"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

OXNARD SCHOOL DISTRICT  
STANDARD SPECIFICATIONS

FINGERPRINTING  
00510  
PAGE 1 OF 2

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)**

---

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment #1 is needed to update the original rate sheet provided at no additional cost.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(2 Pages\)](#)

[Agreement #22-82, Maxim Healthcare Staffing Services, Inc. \(19 Pages\)](#)

**Amendment #1 to Agreement #22-82 with  
Maxim Healthcare Staffing Services, Inc.  
October 19, 2022**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment #1 is needed to update the original rate sheet provided at no additional cost.

**MAXIM HEALTHCARE STAFFING SERVICES, INC.:**

By: \_\_\_\_\_  
Florence Ugokwe, Assistant Controller

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

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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

**ATTACHMENT “A”  
CUSTOMER REQUESTED PERSONNEL AND RATES – 9/12/2022**

**School Work Site.** This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

**Base Rates.** Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

**Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

**Orientation.** Base Rate(s) will be billed for all time spent in required Customer orientation.

**Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

**Holidays.** Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Changes.** Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

## OSD AGREEMENT #22-82

### EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

#### RECITALS

**WHEREAS**, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

**WHEREAS**, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

#### ARTICLE 1. TERM OF AGREEMENT

**Section 1.1 Term.** This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

**Section 1.2 Termination.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

#### ARTICLE 2. RESPONSIBILITIES OF MAXIM

**Section 2.1 Services.**

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment "B" hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in "Attachment B" hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

### **ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

**Responsibility for Distance Learning Service(s).** EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

- Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures.** EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION'S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION'S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION'S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.
- Section 3.3 Requests for Per Diem Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Per Diem Short-notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Per Diem Personnel Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

- Section 3.7 Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Personnel Cancellation.** MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

**Section 3.11 Incident Reporting and Cooperation.** EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**Section 3.12 Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

**Section 3.13 Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

## ARTICLE 5. COMPENSATION

**Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
ATTN: Accounts Payable**

**Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

**Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 5.4 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment "A" of this Agreement.

**Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency.** EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**Section 5.6 Maxim Timeclock.** The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## ARTICLE 6. ASSIGNMENT SERVICES

**Section 6.1 Assignment Services.** As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

**Section 6.2 Interviews.** MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

**Section 6.3 Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

**Section 6.4 Assignment Cancellation.** MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

#### ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [ ]. The terms set forth in Attachment [ ] will govern the provided coverage and are incorporated herein by this reference.

#### ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

**Section 8.4 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**Section 8.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
ATTN: **Danielle Jefferson**

Maxim Healthcare Staffing Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.  
735 Tank Farm Road Ste 140  
San Luis Obispo, CA 93401  
ATTN: **Mark Wrightson**

**Section 8.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 8.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

**Section 8.8 Availability of Personnel.** The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 8.9 Compliance with Laws.** MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 8.10 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.
- Section 8.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 8.12 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 8.13 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.
- Section 8.14 Amendments.** All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.
- Section 8.15 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## **ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 9.1 Confidentiality.**

- A. **MAXIM/EDUCATIONAL INSTITUTION Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILITY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. **Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership.** From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

**Section 9.2 HIPAA/FERPA/HITECH Obligations.** Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

**Data Security.** EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

## ARTICLE 10. MAXVIEW

### Section 10.1 Definitions.

(a) **"Job Posting"** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **"MaxView"** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **"System Administrator"** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **"Timecard Application"** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **"Terms & Conditions"** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim's systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

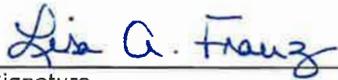
**Section 10.2 Contract Service Acquisition Web Application.** Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:



Signature

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

Printed Name & Title

8-10-2022

Date

MAXIM HEALTHCARE STAFFING SERVICES,  
INC.:

DocuSigned by:



Signature

Florence Ugokwe

Printed Name & Title

09-Sep-22

Date

**ATTACHMENT A**  
**Oxnard School District STAFFING RATES**

**Annual Rate Increase.** An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.

**Rates.** Charges will be based on the following hourly rate schedule effective 7/1/2022:

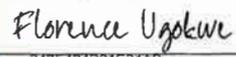
Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

  
 \_\_\_\_\_  
 Signature  
**Lisa A. Franz, Director, Purchasing**  
 Printed Name & Title  
 8-10-2022  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature  
 242E424B81E34AB  
 Florence Ugokwe  
 Printed Name & Title  
 09-Sep-22  
 \_\_\_\_\_  
 Date

**Attachment "B"**  
**PRE-ASSIGNMENT SCREENING**

- i. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
  - a. Proper work authorization documentation
  - b. Possess current state professional licensure, certification, and/or licensure
  - c. Possess CPR certification as applicable
  - d. Completed health screening requirements as applicable
  - e. Tuberculosis screening
  - f. Possess relevant professional and specialty experience and verify employment history
  - g. Possess current skills competency to include written exam and self-skills assessment
  - h. MAXIM standard OSHA and HIPAA training
  - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- k. National Sex Offender Public Website (NSOPW)
- l. State Specific Exclusion, as applicable
- m. Criminal background report
- n. Abuse and Neglect registry or similar databases as required
- o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- a. Proper work authorization documentation
- b. Tuberculosis screening as required
- c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
- d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- e. National Sex Offender Public Website (NSOPW)
- f. State Specific Exclusion, as applicable
- g. Criminal background report
- h. Abuse and Neglect registry or similar databases as required
- i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

*Lisa A. Franz*  
Signature

Lisa A. Franz, Director, Purchasing  
Printed Name & Title

8-10-2022  
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

*Florence Ugokwe*  
Signature

Florence Ugokwe  
Printed Name & Title

09-Sep-22  
Date



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement #22-152 – Read.Write.Think., LLC (DeGenna/Cordes)**

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Read.Write.Think., LLC is providing twenty-four (24) days of Literacy Consulting to Lemonwood staff.

**Term of Agreement: September 8, 2022 through June 30, 2023**

#### **FISCAL IMPACT:**

Not to exceed \$50,400.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement #22-152 with Read.Write.Think., LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-152, Read.Write.Think., LLC \(5 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

# Services Agreement



This Services Agreement (this "Agreement"), dated as of September 8, 2022 the "Effective Date"), is by and between Read Write Think, LLC, a CA limited liability company, with offices located at 2020 Delaware Avenue, Santa Monica, CA 90404 ("Service Provider") and Lemonwood School ("Customer" and together with Service Provider, the "Parties", and each a "Party").

WHEREAS Service Provider has the capability and capacity to provide certain ongoing learning services and educator-related consulting services;

WHEREAS Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth; and

WHEREAS the Parties desire to formally document the ongoing relationship between the two parties and replace any informal email exchanges and verbal agreements that may have been made between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide, upon request by Customer, the services identified in the "Statement of Work" attached as Exhibit A (the "Services").

2. Service Provider Obligations. Service Provider shall:

2.1 Designate Renee Houser as the primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement ("Service Provider Contact").

2.2 Utilize, as needed and only with permission of Customer, contractors or employees of Customer to assist in performing the Services. Contractors or employees of Customers shall not be contractors nor employees of Service Provider, nor shall have any right to any Payments under this Agreement.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.

2.4 Require that the Service Provider Contact respond promptly to any reasonable requests from Customer for instructions, information, or approvals required by Service Provider to provide the Services.

2.5 Cooperate with Customer in its performance of the Services.

2.6 Maintain qualifications and if required, licenses and/or certifications, to provide the Services and will maintain such qualifications during the term of this Agreement.

2.7 MAKE NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 2, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

### 3. Customer Obligations. Customer shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contact"), with such designation to remain in force unless and until a successor Customer Contact is appointed.

3.2 Require that the Customer Contact respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Notify Service Provider in writing of any necessary cancellations at least 72 hours in advance of the scheduled service date. Service dates canceled less than 72 hours before the scheduled start of work will be billed as scheduled.

### 4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay Service Provider \$50,400; provided, however, that any amounts paid may be increased by written consent of the Customer. Payment to Service Provider of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Said fee shall be paid within thirty (30) days of receipt of an invoice by the Customer.

4.2 Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

5. Intellectual Property, Appearance and Release. All intellectual property rights in any proprietary knowledge, templates, worksheets, survey or other deliverables created prior to, or independent of, this Agreement, whether or not used to provide the Services (collectively, "Intellectual Property Rights") shall be owned by Service Provider. Service Provider hereby agrees that Customer has no right to photograph, tape, film, record (audio and/or video), or otherwise create audio-visual materials (the results and products of which are collectively, "Reproductions") which display, duplicate or reproduce performances and appearances in connection with the Services (including, without limitation, photographs and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings). Service Provider hereby grants to Customer the right to use, embody, and promote Service Provider's name, voice, photograph, likeness, appearance and activities in connection with the Reproductions, and the exclusive right to use, edit, exhibit, reproduce, and distribute the Reproductions. Service Provider hereby irrevocably and perpetually assigns to Customer all rights, title, and interest of any kind or nature (including any and all copyrights therein), throughout the universe, in and to such Reproductions, and further waives any right of inspection or approval of the Reproductions, or any edits, or the means or manners in which the Reproductions may be distributed. Nothing contained herein shall be deemed by Service Provider to assign or grant the right to the Customer to produce derivatives of the Reproductions, sell or further exploit the Reproductions to any future audiences, nor granting to Customer any rights to the

## Intellectual Property Rights.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

## 7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the end of the corresponding school year, unless sooner terminated pursuant to Section 7.2 or Section 7.3.

7.2 Customer may terminate this Agreement upon thirty (30) days' notice granted to the Service Provider.

7.3 The rights and obligations of the Parties set forth in this Section 7 and in Sections 2.6, 5, 6, 8, 16 and 17 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 8. Limitation of Liability.

8.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

13. Assignment. Neither Party shall assign, transfer, delegate nor subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of California, United States of America.

18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

19. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

EXHIBIT A

2022-23 Lemonwood Professional Study, Twenty-four (24) days of Literacy Consulting

This service agreement also offers one seat to our leadership online course - Building Brilliance.

To indicate your acceptance of the above, sign electronically below.

Lisa A. Franz, Director, Purchasing

SUE GALLOWAY



## Certificate of Liability Insurance

<b>Business Policy Number</b> BP1003267		<b>Account Number</b> Not Provided	
<b>Policy Effective Date</b> 09/08/2021		<b>Policy Expiration Date</b> 09/08/2022	
<b>Insured Business Name or DBA</b> Read. Write. Think., LLC 2020 Delaware Ave 4 Santa Monica, CA 90404		<b>Agency</b> Twfg Insurance Services LLC Twfg Services & Ins Sales 12304 Santa Monica Blvd #320b Los Angeles, CA 90025-2551	<b>Certificate Date</b> 10/22/2021
<b>Insurer Providing Coverage</b> Stillwater Insurance Company NAIC Number 25180 PO Box 45126 Jacksonville, FL 32232-5126		<b>Certificate Holder</b> Oxnard School District 1051 South A Street Oxnard, CA 93030	
<b>Type of Insurance</b>		<b>Limits</b>	
X	General Liability	General Liability - per occurrence	\$1,000,000
		General Liability - aggregate	\$2,000,000
		Products - Completed Operations	\$2,000,000
X	Personal & Advertising Injury	Limits included within General Liability limits above	Included
NA	Hired Auto & Non-Owned Auto	Limits not included within General Liability limits above	No Coverage
NA	Professional Liability	Limits not included within General Liability limits above	No Coverage
X	Medical Expense	Medical Expense - any one person	\$10,000
NA	Employment Practices	Liability - aggregate, with 3rd party coverage, including defense costs	No Coverage
NA	Cyber Suite Enhanced	Liability - aggregate, with 3rd party data, network and electronic media compromise, including defense costs	No Coverage
X	Damages to Premises Rented to You	Liability - aggregate	\$100,000
<b>SPECIAL PROVISION</b>			
<b>EVENT OR ACTIVITY</b>			
THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE, TERMS, EXCLUSIONS AND CONDITIONS AFFORDED BY THE POLICIES REFERENCED HEREIN. CERTIFICATE HOLDER IS GRANTED NO RIGHTS BY THIS FORM.			
WE CERTIFY AS OF CERTIFICATE'S DATE, DESCRIBED POLICY WAS ISSUED TO INSURED NAMED FOR THE INDICATED POLICY PERIOD. INSURANCE IS SUBJECT TO ALL POLICY TERMS, EXCLUSIONS AND CONDITIONS.		<b>AUTHORIZED REPRESENTATIVE</b> 	

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #22-154 – N2Y, LLC (DeGenna/Jefferson)**

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N2Y, LLC provided a professional development webinar training on October 10, 2022 to Moderate Severe teachers on the Unique Learning System online, interactive, standard-based curriculum, specifically designed for students with special needs.

#### **FISCAL IMPACT:**

Not to exceed \$3,250.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-154 with N2Y, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-154, N2Y, LLC \(13 Pages\)](#)  
[Quote #103372 \(2 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #22-154

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of October 2022 by and between the Oxnard School District (“District”) and N2Y, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 10, 2022** through **October 10, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Three Thousand Two Hundred Fifty Dollars (\$3,250.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Danielle Jefferson  
                                      Phone: (805) 385.1501 x2175  
                                      Fax: (805) 385.1509

To Consultant:               N2Y, LLC  
                                      PO Box 550  
                                      Huron, OH 44839  
                                      Attention: Shaun Boyle  
                                      Phone: (419) 433.9800, Ext. 1191  
                                      Email: [sboyle@n2y.com](mailto:sboyle@n2y.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**N2Y, LLC:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Typed Name/Title*

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

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

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #22-154

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-154**

**SERVICES**

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

\*PER ATTACHED QUOTE #Q-103372

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

N/A

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #22-154

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-154**

**COMPENSATION**

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

\*\*TOTAL FEE NOT TO EXCEED \$3,250.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$3,250.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-154**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

~~(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 #22-154

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 #22-154

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-154**

**CONFLICT OF INTEREST CHECK**

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **N2Y, LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

By: \_\_\_\_\_  
*Lisa A. Franz*  
*Director, Purchasing*



Quote No.	Opportunity No.	Date
Q-103372	OPP-174512	9/2/2022

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Theresa McGee t2mcgee@oxnardsd.org

Bill To	Ship To
Oxnard School District 1051 South A Street Oxnard, California 93030	Oxnard School District 1051 South A Street Oxnard, California 93030

Date	Payment Terms	RFP / Contract #	Purchase Order
9/2/2022	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	PDE VES	Interactive Webinar Essentials Learning Pathway for Unique Learning System	New				\$3,250.00	\$3,250.00

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$3,250.00  
Sales Tax: \$0.00  
Total: \$3,250.00

**Please Note:**

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-103372	OPP-174512	9/2/2022

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-103372** on the purchase order.

n2y, LLC  
PO Box 550  
Huron, OH 44839

**n2y Math Manipulative Kits are subject to availability.**

**Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.**

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Shaun Boyle  
Account Executive  
sboyle@n2y.com  
(419) 433-9800 ext. 1191

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement/MOU #22-155 - Aspiranet (DeGenna/Jefferson)**

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This agreement between Aspiranet and Oxnard School District is to provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's during the 2022-2023 school year.

**Term of Agreement:** July 1, 2022 through June 30, 2023

#### **FISCAL IMPACT:**

\$1,500,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-155 with Aspiranet.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU, Aspiranet \(20 Pages\)](#)

## OSD AGREEMENT #22-155

### MEMORANDUM OF UNDERSTANDING BETWEEN ASPIRANET, OXNARD SCHOOL DISTRICT (LEA), AND VENTURA COUNTY OFFICE OF EDUCATION / SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S SPECIAL EDUCATION MENTAL HEALTH SERVICES

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2022 by and among the Oxnard School District (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

Whereas, VCOE/SELPA and Oxnard School District are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education, in accordance with the Individuals with Disabilities Education Act (IDEA) and pursuant to Education Code sections 56195 *et seq.* and 56205.

Whereas, Oxnard School District may and does contract with CONTRACTOR for the provision of educationally related mental health services, specifically for Collaborative Educational Supports (COEDS), to students pursuant to individualized education programs.

Whereas, SELPA is part of the VCOE which is the responsible local agency to perform functions such as receipt and distribution of funds, provision of administrative support and coordination of implementation of the local plan, pursuant to Education Code section 56195.1(c)(2).

NOW, THEREFORE, it is agreed as follows:

#### 1. ARRAY OF SERVICES

CONTRACTOR will provide Collaborative Educational Supports (COEDS) which is Educationally Related Social Emotional Services to Oxnard School District students as determined by their IEP team and who have needs that interfere with the student's ability to access their Free and Appropriate Education (FAPE). COEDS is not a "stand alone" service, and is intended to supplement Educationally Related Social Emotional Services (ERSSES) being offered by the school, by addressing the target behavior(s) or symptom(s) that are jeopardizing the student's access to their FAPE in collaboration with school staff. These behaviors require one-to-one assistance and may put the student at risk of residential treatment services. COEDS is an intensive one to one, face to face, treatment intervention.

#### 2. POPULATION/CACHEMENT AREA TO BE SERVED

COEDS 1, 2 & 3: Students who attend Oxnard School District members within the Ventura County SELPA including charter schools who are having difficulty accessing FAPE and who are authorized for services by the IEP team. Includes all school districts within Ventura County and Las Virgenes Unified School District.

#### 3. CLIENT DESCRIPTION/CHARACTERISTICS

COEDS 1, 2 & 3: All Ventura County LEA students who receive SES services, under the age of 22, and have not yet obtained a regular high school diploma, who meet any of the following criteria:

- Student with academic challenges related to behavioral or attendance difficulties

- Student with academic difficulties due to issues/stressors at home.
  - Student with poor peer interactions/relationships.
  - Student and their families at risk of SARB action.
  - Student at risk of residential placement.
- o **COEDS OPTION 1:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive behavioral services to address student behavioral challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals. COEDS Option 1 is staffed by a Clinician who is either licensed or an intern registered with the Board of Behavioral Science (BBS) and one or more Behavioral Specialists with a bachelor's degree in a related field. Behavioral Specialists will be trained to provide COEDS Option 1 services, and will be known as the Youth Partner.
- o **COEDS OPTION 2:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive Community Based services (home, school, etc.) to ameliorate the home and family challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals.

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a licensed LCSW or associate, or Licensed MFT or a registered Intern acting as a Family Case Manager and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

- o **COEDS OPTION 3:** COEDS Option 3 services are more intensive and may be longer term than Option 2 but provide similar Community Based services, addressing needs of both student and family that keep the student from accessing their FAPE and from meeting their social/emotional IEP goals. The team includes: 1.) a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field 2.) a Parent Partner, and 3.) a Bachelor's level Youth Partner.

\*After hours On-Call Support services for Option 2 & 3 students at \$150 per student as utilized.

#### **4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION**

All services must be coordinated with ongoing SES offered in the school setting.

If this is not the case, services must be approved by LEA Special Education Director or designee as assigned. All services must be specified in the IEP.

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit a COEDS authorization form to Aspiranet COEDS with LEA cc/. For students who are reauthorized, Aspiranet COEDS will discharge the client upon expiration of the re-authorization period, sending a copy of the discharge summary to School District Special Education Administrator and/or designee as assigned.

**5. COEDS SERVICE OPTIONS**

**COEDS OPTION 1**

**1. PROGRAM GOALS:**

- To provide the student and/or family with skills to effectively manage the behavior/s or symptom/s that are barriers to the student accessing their FAPE; and to implement and support the interventions, reinforcement and teaching of positive replacement behaviors specified in the Behavior Intervention Plan (BIP)/Comprehensive Behavior Intervention Plan (CBIP) in the home and community.

**2. INTERVENTION STRATEGIES:**

- Teach/support student in using coping strategies to reduce impulsive behaviors.
- Teach/support student in using appropriate responses to stressful situations.
- Assist in the implementation of the BIP/CBIP at home (helping parent implement interventions, contingencies and reinforcement).
- Support regular school attendance.
- Teach and support student in use of pro-social skills and community competencies.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued.

**3. TREATMENT SERVICES:**

- Mode of service: Community Based Services.
- Contracted units of service by type:

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2022-2023 (July 1 -June 30)	COEDS 1	4-5  With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights/weekends to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:
  - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the students; and

- Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the problem behaviors.
- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner Clinical Supervisor Lead Youth Partner (Supervisor) COEDS Program Manager	<ul style="list-style-type: none"> <li>• Youth Partner will begin individual meetings with student at an average of 4-5 times per week from 1-3 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</li> <li>• Youth Partner will provide behavioral interventions to support the BIP/CBIP.</li> <li>• Monthly reviews of progress will be conducted in collaboration with COEDS Youth Partner, COEDS Clinical Supervisor, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</li> <li>• At end of hours specified on IEP, if COEDS Clinical Supervisor believes the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed.</li> <li>• Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager.</li> <li>• Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent.</li> </ul>	120 days *longer with approval of extension

Data Entry, Orientation and Discharges: The CONTRACTOR will be responsible for entering into a tracking system, within 72 hours of occurrence, Student Information, Orientation and Discharge documentation as well as documentation of services provided.

### **Procedure for COEDS 1 Referral and Authorization**

1. Intensive School Based Therapist and School District Staff complete COEDS Student Profile and forward to Aspiranet with Referral Consent form, a copy of the student's most recent IEP with Social/Emotional IEP goals, the student's Psychoeducational report including SES assessment, three months of IEP progress reports, student's BIP, and if applicable, a copy of the Intensive School Based Therapist's Individual Services Support Plan (ISSP).
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. If agreed by team, IEP to specify number of hours of each COEDS service. An end date is recommended. COEDS is included in the Offer of FAPE.
5. Initial COEDS meeting scheduled with the family at IEP meeting.
6. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with cc/ to LEA.
7. COEDS will assign the case within 48 hours to COEDS Options 1 staff. Within two weeks, Aspiranet COEDS will conduct an initial meeting and within 30 days will create the Implementation plan with the COEDS Clinician. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
8. Aspiranet COEDS will complete a COEDS Monthly Review form for each of the students. The Intensive School Based Therapist, Special Education Case Manager, COEDS Clinician, the student, their family/guardian and the Behavioral Specialist will meet monthly to review student's progress with IEP goals. The review form is to be maintained in the student's Aspiranet chart and a copy is given to the Special Education Case Manager to be kept in student's file.
9. Aspiranet COEDS will provide a monthly service log to District Administrator.
10. Services may not be less than the amount specified on the IEP.
11. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Satisfaction Survey and three month IEP progress reports). These procedures shall be completed during the initial orientation and at final meeting with the family.
12. Upon completion of specified hours of service, a service summary discharge form will be completed and submitted to the COEDS Program Manager.

13. Aspiranet COEDS to submit copy of discharge summary to LEA Special Education Director and/or designee as assigned.
14. Aspiranet COEDS will submit Service Logs, documenting hours of each service, to School District Special Education Director and SELPA Associate Superintendent monthly.

## **COEDS OPTION 2 & 3**

### **1. PROGRAM GOALS:**

To provide the family and student with the education and skills to ameliorate the challenges facing the student in accessing their FAPE

COEDS services cannot be provided solely:

- For the convenience of the family or other caregivers, physician, or teacher;
- To provide supervision or to assure compliance with terms and conditions of probation;
- To ensure the student's physical safety or the safety of others, (e.g., suicide watch); or
- To address conditions that are not part of the student's mental health condition or do not support the student's access to FAPE

COEDS services are not for:

- Students who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day;
- Students who are not likely to be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.

### **2. INTERVENTION STRATEGIES:**

- Assist family in finding strategies and supports for a more stable parent-child relationship and home life.
- Teach student and family conflict resolution skills.
- Model and support parent/child communication skills.
- Assist families in supporting regular school attendance.
- Teach student skills to use in the school environment that support more successful academic and social experiences.
- Assist families in identifying and accessing community resources which can help them in supporting their child.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued, and provide a two month follow up period to provide support as needed.

### **3. TREATMENT SERVICES:**

- Mode of Service: Community Based Services.
- Contracted units of service by type.

Service Year FY 2022-2023 (7/1/22 – 6/30/23)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	8-12 Months	Parent Support Social Work Services Behavioral Interventions

\*Unit of service calculated by cost of team/student

- Location: Community based as determined by the needs of the family and child. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and child and may include nights/weekends at minimum of minutes specified in the IEP.
- Three important components of delivering COEDS 2 and 3 services include:
  - Developing a Family Support plan in collaboration with Special Education Case Manager, Intensive School Based Therapist, COEDS Team, Student and student's parents/guardian. The plan clarifies needs not being met that keep the student from meeting social/emotional IEP goals and identifying interventions and supports that will be used to address the social/emotional IEP goals.
  - 24/7 On-call Support Services to be specified on the student's IEP if needed, or to be added after consultation between COEDS Program Manager and LEA Administrator.
  - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the student.

Option	Staff Assigned	Service Provided	Avg. Duration
Option 2	Parent Partner  Family Case Manager  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Development of Family Strengths Assessment</li> <li>• Development of Safety and Crisis Plan and resources</li> <li>• Development of Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on implementation of social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Provide support for family with accessing community based supports and resources</li> <li>• Provide support for family with coordination of service providers</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding and coping with the special needs of their child and providing parents with information about child development</li> <li>• Connect student with educational, behavioral, and vocational community supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA</li> </ul>	6-8 months *based upon IEP team decision

Option	Staff Assigned	Service Provided	Avg. Duration
Option 3	Parent Partner  Family Case Manager  Youth Partner* *(to provide implementation of behavioral interventions)  Lead Youth Partner  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Develop Family Strengths Assessment</li> <li>• Develop Safety and Crisis Plan and resources</li> <li>• Develop Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide behavioral interventions in the home/community to be supplemental to those provided in school and as agreed upon by Special Education Case Manager, Intensive School Based Therapist, student and family and COEDS team monthly at scheduled School FST</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding the special needs of their child and providing parents with information about child development</li> <li>• Support student with educational, behavioral, and vocational community supports and resources</li> <li>• Assist family in accessing community-based supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA.</li> </ul>	8-12 months *based upon IEP team decision

### **Procedures for COEDS Option 2 & 3 Referral and Authorization**

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, three months of IEP progress reports, Individual Services Support Plan (ISSP) (if applicable), most recent psycho-educational assessment report including ERSES Assessment, and for Option 3, BIP/CBIP.
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS to assign team to attend IEP meeting and schedule initial COEDS meeting, if IEP team agrees.
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP, but there are no minimum hours of service.) An end date is recommended. COEDS services are noted in the Offer of FAPE.
5. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with LEA copied.
6. An initial contact will be attempted within 72 hours of services being added to student's IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager, and or District Representative, if unable to make contact.
7. Aspiranet COEDS shall attempt to conduct an initial meeting with family within 7 days of IEP meeting adding services, to provide orientation, review IEP goals and family needs, complete releases to permit consultation with involved agencies and to evaluate student/family capacity to engage in any other services. Initial meetings may be conducted after 7 days at a family's request and the reason for the delay will be noted in case documentation.
8. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
9. Aspiranet COEDS shall develop, in collaboration with the student, family, Special Education Case Manager and Intensive School based Therapist, a strength-based family support plan within 60 days of enrollment. The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
10. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.

11. Aspiranet COEDS shall provide a copy of the weekly minutes from the Family Support Team Meetings to Special Education Case Manager to be placed in the student's file.
12. Aspiranet COEDS to provide the number of hours of Social Work Services and Behavioral Intervention Services as specified on the IEP.
13. If Aspiranet COEDS feels additional hours are needed, will communicate with Special Education staff about convening an IEP meeting to discuss the need. IEP will be revised if agreed upon by team.
14. Parent supports will be provided as needed.
15. IEP will convene every 6 months to review COEDS services.
16. Aspiranet COEDS representative to attend all IEP meetings.
17. Aspiranet COEDS shall establish and implement procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse and neglect. Such compliance is required even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions code, to report such abuse or neglect.
18. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Matrix Scale, three month IEP progress reports and Satisfaction Survey). These procedures shall be completed during the initial orientation and at final meeting with the families.
19. When IEP team agrees services are no longer needed, a service summary discharge form is to be completed and submitted to the LEA Special Education Director and/or designee as assigned and the Associate Superintendent.
20. Service Logs, documenting hours of each service, will be forwarded to special education Case Manager and School District Administrator.

**6. FUNDING OF SERVICES**

- a) **LEA** agree to reimburse **CONTRACTOR** for the provision of all **COEDS** services which it provides pursuant to a student's individualized education program.
- b) Payment and Expenses. All payments due to **CONTRACTOR** are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between **VCOE/SELPA** and **LEA**.
- c) **EPSDT FUNDING**
- d) If the student is Medi-Cal eligible, **Aspiranet COEDS** will bill Medi-Cal units to offset the costs for **LEA** up to maximum **EPSDT** funded amount. Example of Medi-Cal services possibly billed include: Case Management, Collateral and Rehabilitation services.
- e) If the student is Medi-Cal eligible, the initial entry and admission into the system will be done by **Aspiranet COEDS** using the **AVATAR** system. If initial admission was done already by another agency, an update to the existing data will be done by **Aspiranet COEDS**.
- f) If Medi-Cal eligible, the discharge will also be entered into the Electronic Medi-Cal records by **Aspiranet COEDS** using the **AVATAR** system.
- g) **Aspiranet COEDS** shall negotiate and execute a contract with the County's Behavioral Health Department (**BHD**) for payment of Medi-Cal and **EPSDT** eligible services such as mental health services, case management, etc. that may be needed for certain **COEDS** students.
- h) **Aspiranet COEDS** shall comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
- i) Any service provided by **Aspiranet COEDS** will be entered into the **AVATAR** system within 72 hours of service provision.

**7. SCHEDULE OF FEES**

**COEDS I:** The cost of this service is described below:

<b>Staff Type</b>	<b>Unit type</b>	<b>Cost per unit type</b>
1. Licensed Clinician or Intern	Hour of service	\$55.00/hr
2. Student Behavioral Specialist	Hour of Service	\$50.00/hr

\*Not to exceed maximum total amount specified on IEPs.

**COEDS 2 and 3:** The cost of services described below – in groups of 8 or less students and/or per student in each Option.

<b>Staff Type</b>	<b>Unit type</b>	<b>Cost per unit type</b>
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students)  Per student cost if less than 8 Option 2	\$3,690/week  <b>\$461/week per student</b>
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students)  Per student cost if less than 8 Option 3	\$7300/week serving up to 8 students  <b>\$912.50/week per student</b>
24/7 On-Call Support Services *as needed		\$150.00/wk/student

## **8. BILLING**

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Additional teams will be hired with SELPA and LEA's approval and billed for the full cost of the team/student prorated to when team/student started in any particular month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.

## **9. NON ENGAGEMENT**

Aspiranet COEDS staff will inform school districts of clients/families that are not engaged in services through submission of Service Logs, during monthly SFST meetings, and monthly Regional meetings. During this time, all assigned staff members and/or identified COEDS staff member will continue to reach out to the clients/families to offer services, attend IEP meetings, and collaborate with the school team and school district. After 30-days of consistent non-engagement (i.e., not agreeing to meetings, not returning communication) that is not due to illness, vacation, or hospitalization, the school district will decide if they wish to: 1) continue to have all assigned staff members continue to attempt to engage client/caregivers in service weekly and document their attempts (continue weekly rate identified based on Option), 2) continue to have one staff member attempt to engage client/caregiver in service weekly, document attempts and remove any remaining assigned staff from case (\$150 a week cost), or 3) remove client from COEDS service and reassign all staff assigned to case (no longer bill for client). If the client had previously been removed from services and requests to re-engage in services, staff will be assigned to the client with attempt to reassign team members if they are available and the client/family prefers.

## **10. REPORTING REQUIREMENTS**

Aspiranet COEDS shall submit quarterly cumulative performance reports to the LEA Contract Monitor. Reports are due within 15 days after the end of the month and will be presented to the ERSES Oversight Committee.

## **11. MEETINGS/COMMUNICATIONS**

- o The Primary Contact is the LEA Special Education Director or designee and the Director of Personnel Development Ventura County SELPA. The Director shall meet twice monthly with VCBH Designated Contract Monitor and Aspiranet COEDS representatives for the contract term. The purpose of these meetings shall be collaborative case management and problem-solving on behalf of the LEAs.
- o Monthly Regionalized meeting.

## **12. DESIGNATED CONTRACT MONITOR**

SELPA Associate Superintendent will meet as needed with Aspiranet Management to oversee implementation of the contract, discuss contract issues, evaluate contract usage and effectiveness, discuss possible expansion of COEDS program, and make recommendations for contract modifications as needed and agreed upon by both the Contract Monitor and the Aspiranet COEDS.

### **13. PRIVACY**

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

### **14. STUDENT DATA PRIVACY**

CONTRACTOR, VCOE/SELPA and LEA acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the VCOE/SELPA pursuant to compliance with all applicable statutes, including the FERPA, Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h; Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, Student Online Personal Information Protection Act (SOPIPA) found at California Business and Professions Code section 22584, AB 1584, found at the California Education Code Section 49073.1 and other applicable California State laws which may be amended from time to time.

### **15. INDEMNIFICATION**

To the fullest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless VCOE/SELPA, and LEA its governing board, officers, administrators, managers, agents, employees, independent CONTRACTORS, subcontractors, consultants, and/ or volunteers from and against any and all, claims, demands, costs, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained rising out of activities of the CONTRACTOR or those of any of its officers, agents, employees, participants, vendors, customers, or subcontractors of the CONTRACTOR, whether such act or omission is authorized by this MOU or not. CONTRACTOR also agrees to pay for any and all damages to real and personal property of the VCOE/SELPA and LEA, or loss or theft of such property, or damage to the property done or caused by such persons. VCOE/SELPA and LEA assumes no responsibility whatsoever for any property placed on VCOE/SELPA and LEA premises by CONTRACTOR, CONTRACTOR agents, employees, participants, vendors, customers, or subcontractors. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/SELPA and LEA. The provisions of the indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the VCOE/SELPA and LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This indemnification provision shall survive the term of this MOU and is in addition to any other rights or remedies that CONTRACTOR, VCOE/SELPA or LEA may have under law and/or the MOU.

### **16. REQUIRED INSURANCE**

- a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that CONTRACTOR is legally self-insured for its general liability, property damage, and abuse and

molestation risk for one million dollars (\$2,000,000.00) per occurrence and two million dollars (\$4,000,000.00) aggregate. CONTRACTOR's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the CONTRACTOR or its Providers or any person acting for the CONTRACTOR or under the CONTRACTOR'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this Agreement.

- b. Workers Compensation Insurance: CONTRACTOR is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance covering its Providers in the following amounts:  
**Mental Health Services: \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate**
- d. Automobile Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. CONTRACTOR will provide to VCOE annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with VCOE on or before commencement of Services under this Agreement.
- g. VCOE Named as Additional Insured. CONTRACTOR'S and any and all of its Provider's commercial general liability insurance shall name VCOE, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by CONTRACTOR and its Providers for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Agency and Provider for all claims made.
- i. Failure to Procure Insurance. Failure on the part of CONTRACTOR or its Providers to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Agreement.

**17. LEGAL FEES**

In the event CONTRACTOR and/or its Agency is named as a party to a due process hearing, LEA will pay for the legal fees incurred by CONTRACTOR and/or its Agency.

**18. NON-EXCLUSIVITY**

During this term of this MOU, VCOE/SELPA and LEA may, independent of its relationship with CONTRACTOR, and without breaching this MOU or any duty owed by CONTRACTOR, contract with other individuals and entities to obtain the same or similar services as CONTRACTOR and its Providers are rendering for VCOE/SELPA and LEA's.

**19. INTEGRATION**

This MOU represents the entire understanding of VCOE/SELPA, LEA and CONTRACTOR as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by all parties hereto.

**20. LAWS AND VENUE**

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

**21. FORCE MAJEURE**

In the event that the delay or failure of a Party to comply with any obligation created by this MOU results from force majeure, all obligations of both Parties under this MOU shall be suspended for so long as the force majeure condition continues. If the delay or failure caused by such force majeure condition shall continue for more than thirty (30) days, either Party shall have the right to terminate this MOU by giving notice to the other Party of its election to terminate, without thereby incurring any obligation to compensate the other Party. For the purposes of this MOU, the term "force majeure" shall mean any event beyond the control of either of the Parties, including, without limitation, fire, flood, geological disaster, riots, strikes, epidemics, war (declared or undeclared, and including the continuation, expansion, or new outbreak, of any war or conflict in effect as of the date of execution of this MOU), embargoes, and governmental actions or decrees, whether or not made as a result of war.

**22. THIRD PARTY RIGHTS**

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than VCOE/SELPA, LEA and CONTRACTOR.

**23. SEVERABILITY**

The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

**24. TERM**

This MOU shall be in effect from July 1, 2022, through June 30, 2023. This MOU shall terminate as of the close of business on June 30, 2023. However, this MOU may be extended by mutual written

agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

## **25. DISPUTE RESOLUTION**

CONTRACTOR, VCOE/SELPA and LEA agree that the following process will be used to address disputes on the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, CONTRACTOR, VCOE/SELPA and LEA will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding CONTRACTOR, VCOE/SELPA and LEA mediation. The parties will use the following process:

- a) A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party and the mediator.
- b) If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the mediator be contacted to schedule a mediation-between the agencies.
- c) No later than thirty (30) calendar days after mediation a resolution plan between the two agencies will be developed.
- d) The responsible CONTRACTOR, VCOE/SELPA and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e) The costs for this service shall be shared equally between the CONTRACTOR, VCOE/SELPA and LEA.

## **26. IMPLEMENTATION RESPONSIBILITY**

The signatories of this MOU or their designee shall be responsible for assuring the agreements included in this MOU are implemented.

Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers in the County of Ventura, California.

**Oxnard School District**

**ASPIRANET**

BY

BY

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(authorized signature)

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

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

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

### **Ratification of Field Contract #FC-P23-02051 – EMCOR Services Mesa Energy (Mitchell/Miller)**

Due to the mechanical failure of the existing chiller unit at Kamala Elementary School, EMCOR Services Mesa Energy will provide the district with a rental chiller unit, including staging, delivery, and necessary parts for the installation. Contractor will fill, start, and provide operator instructions of the unit once installed, and will provide routine maintenance inspections of the unit during the rental period.

It is requested that the Board of Trustees approve Field Contract #FC-P23-02051 to EMCOR Services Mesa Energy, in the amount of \$54,261.00.

#### **FISCAL IMPACT:**

\$54,261.00 – Ongoing & Major Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Field Contract #FC-P23-02051 to EMCOR Services Mesa Energy, in the amount of \$54,261.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Field Contract #FC-P23-02051, EMCOR Services Mesa Energy \(5 Pages\)](#)

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

<b>Project No.:</b>  <b>FC-P23-02051</b>
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**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 10/6/2022, between **EMCOR Services Mesa Energy** (“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 Fifty-Four Thousand Two Hundred Sixty-One Dollars (\$54,261.00), payable in 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 QUOTE#22-57901 DATED 10/4/2022.

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 April 8, 2022 and end April 13, 2022\*\***

~~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 (\$) 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 (\$) for each calendar day of delay in completion.~~

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

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

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

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

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

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance/Payment Bonds
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P23-02051</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposal dated <u>10/4/2022</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

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

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

**FOR DISTRICT USE ONLY**

Project Manager <u>Dana Miller, Facilities Director</u>	Date _____
Signature _____	Funding Source <u>Ongoing &amp; Major Maintenance</u>

## GENERAL CONDITIONS

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

October 4, 2022,

Quote# 22 – 57901

**Kamala Elementary School**  
**634 W Kamala St.**  
**Oxnard, CA 93033**

**RE: Chiller Rental**

**Scope of Work**

1. Stage/deliver equipment and material to jobsite.
2. Park chiller trailer in designated location. Unload chiller off trailer
3. Provide and install temporary header/manifolds to customer provided point of connections.
4. Furnish and install temporary flexible hose from temp chiller to EMCOR headers/manifolds.
5. Provide and install Type W UL Rated temporary power cable from temporary units to customer provided
6. power source. – Step up transformer required
7. Furnish and install temporary flexible make up water hose from customer provided water source to
8. temporary unit.
9. After completion of installation, EMCOR will fill the system, start the system, and provide operator instruction.
10. During the rental period, EMCOR will provide routine maintenance inspections. Scheduling is based on EMCOR
11. service department's discretion.
12. At the conclusion of the project, Emcors will remove all furnished equipment.

Description	Month
<b>Month 1 includes onetime charge Transport, Install, Removal</b>	<b>\$43,761.00</b>
<b>Add Option #1 - Additional Month Rental Cost</b>	<b>\$10,500.00</b>

**Clarifications/Exclusions:**

- Additional work
- Work not mentioned in the scope above
- The rental shall renew month to month until the Contract has been canceled or the chiller has been picked up. The date of renewal shall be determined upon the approval of the proposal, the cancelation shall be determined upon customer request. The customer (Oxnard School District) shall provide a new PO for the following month to continue the rental month to month. If able the same PO can be used month to month.
- Utility Fee is excluded
- EMCOR assumes that the temporary chiller is not required during weekends.
- Temporary removal of fence is excluded and to be performed by the client.
- Removal of protruding floor rebar if ever required shall be performed by the client.



**Supply Chain:** The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Mesa Energy Systems, and (iii) the Disruption has impacted suppliers' ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price.

The price set forth herein is guaranteed for a period of 15 days from the date of this proposal. Mesa Energy Systems thereafter reserves the right to increase the price to reflect the then-current price as may be due to the Disruption. The pricing in this proposal is guaranteed only for such time, and Mesa Energy Systems' customer assumes the risk of any price increases thereafter. If customer fails to sign this proposal timely, this proposal shall be deemed void, withdrawn, and canceled.

**Warranty:** Sixty (60) days on labor plus one (1) year on materials from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Subsequently if it is determined that repairs are necessary during the warranty period (or time) in order to maintain the proper operation of the equipment, it is the customer's responsibility to ensure that those recommendations are completed in a timely manner otherwise the warranty will be void. ***Due to uncertainty related to the pricing of steel, commodities, and foreign tariffs, the price quoted herein can only be held for fifteen days from the date of this proposal.***

**Terms and Conditions:** The Terms and Conditions attached hereto as Exhibit A, are incorporated into this agreement.

Please contact me at **805-717-7900** or email me at **bbermudez@emcor.net** should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.

Sincerely,



Account Manager  
Mesa Energy Systems, Inc.  
dba EMCOR Services Mesa Energy

Customer Acceptance:

Signature:

Print Name:

Title

Date:



## **Terms and Conditions:**

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If requests that Contractor provide Services on an expedited basis and/or outside normal working hours, **OXNARD SCHOOL DISTRICT** shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide **OXNARD SCHOOL DISTRICT** with a quotation for such work.
4. **OXNARD SCHOOL DISTRICT** agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by **OXNARD SCHOOL DISTRICT** or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify **OXNARD SCHOOL DISTRICT** of the circumstance giving rise to the stoppage.
7. **OXNARD SCHOOL DISTRICT** agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation, or other similar taxes connected with Contractor's performance of the Services.
8. **OXNARD SCHOOL DISTRICT**'s payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if **OXNARD SCHOOL DISTRICT** fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). **OXNARD SCHOOL DISTRICT**'s sole and exclusive warranty is the repair or replacement set forth herein. If **OXNARD SCHOOL DISTRICT** requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, **OXNARD SCHOOL DISTRICT** shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) **OXNARD SCHOOL DISTRICT** fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (iii) **OXNARD SCHOOL DISTRICT** subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the services if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and **OXNARD SCHOOL DISTRICT** shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary, or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to **OXNARD SCHOOL DISTRICT** exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of law's provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from **OXNARD SCHOOL DISTRICT**.
18. By signing the Proposal, **OXNARD SCHOOL DISTRICT** authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. **OXNARD SCHOOL DISTRICT** further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by **OXNARD SCHOOL DISTRICT** are intended only to create payment authority for **OXNARD SCHOOL DISTRICT**'s internal purposes. No such **OXNARD SCHOOL DISTRICT** documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.
19. This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (Aguilera-Fort)**

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

- October 5, 2022 Regular Meeting
- October 10, 2022 Special Board Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

- Attached:** [Minutes October 5 2022 Regular Board Meeting \(10 pages\)](#)  
[Minutes October 10 2022 Special Board Meeting \(4 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mrs. Veronica Robles-Solis**, President  
**Ms. Jarely Lopez**, Clerk  
**Ms. Monica Madrigal Lopez**, Member  
**Ms. Debra M. Cordes**, Member

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Ms. Valerie Mitchell, MPPA**  
Interim Assistant Superintendent,  
Business & Fiscal Services

## MINUTES REGULAR BOARD MEETING Wednesday, October 5, 2022

**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](https://osdtv.oxnardsd.org)

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

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

October 5, 2022

## Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Interim Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

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

Ezri Athena Humphrey, TK student in Ms. Kath's class at Brekke School, led the audience in the Pledge of Allegiance.

### A.3. District's Vision and Mission Statement

Amira Thomas Fernandez, 5th grade student in Mrs. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in English. Valentina Garcia, 5th grade student in Mrs. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in Spanish.

### A.4. Presentation by Brekke School

Ms. Tammy Smith, Principal, provided a presentation about Brekke School.

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

The agenda was adopted with the following change:

- Item D.2. – Interview Provisional Appointment Candidate(s) for Trustee Area One (1) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (Aguilera-Fort) was PULLED from the agenda and MOVED to the October 10, 2022 Special Board meeting.

Motion #22-50 Adoption of Agenda as Amended

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adopt as Amended

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

### A.6. Study Session - Presentation on OSD Mathematics Program (DeGenna/Prater)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, introduced Ms. Julie Prater, Director of Mathematics, who provided information regarding the district's Mathematics program.

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

There were no comments.

**A.8. Closed Session**

The Board convened to Closed Session at 6:11 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  
OAH Case No. 2022070046

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Assistant Principal

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

The Board reconvened to open session at 7:18 p.m.

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

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-51 Approval of Settlement Agreement - OAH Case No. 2022070046

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

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

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis  
Motion Result: Passed

Motion #22-52 Appointment of Terry Lopez as Assistant Principal

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

**A.11. Presentation on District Assessments 2022-2023 (DeGenna/Thomas)**

Dr. Ana DeGenna, Associate Superintendent, Educational Services, introduced Ms. Anna Thomas, Director of School Performance and Student Outcomes, Dr. Aracely Fox, Director of Teaching and Learning, and Ms. Julie Prater, Director of Mathematics, who provided information regarding district assessments.

**A.12. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)**

Superintendent Aguilera-Fort introduced the Board of Trustees to newly appointed administrators: Dr. Melissa Josker, Assistant Principal at Rose Avenue & Sierra Linda; Ms. Rebekah Khan, Assistant Principal at Harrington & Marina West; Ms. Kori Lauchland, Assistant Principal at Fremont; and Ms. Jennifer Smith, Assistant Principal at Frank.

**Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

**B.2. Public Hearing to Present Findings of Sufficient Instructional Materials for 2022-2023 and Request for Adoption of Resolution #22-07 (DeGenna/Thomas)**

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented a public hearing to present findings of sufficient instructional materials for 2022-2023 and requested the Board's adoption of Resolution #22-07.

Motion #22-53 Adoption of Resolution #22-07 - Findings of Sufficient Instructional Materials for 2022-23

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

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

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #22-54 Approval of Consent Agenda as Presented

Mover: Jarely Lopez

Seconded: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

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

For Steven Kenis, School Psychologist, to attend the National Association of School Psychologists (NASP) National Conference in Denver, Colorado, February 7-10, 2023, at no cost to the district.

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

For Christine Harrington, Annabelle Cadang, Denella Santoyo, Erin Rivera, Jennifer Van Otten, Elizabeth Navarro Hernandez, Angelica Mulvihill, Christina Kennedy, Erika Dowd, Stephanie Gutierrez, Jennifer Miadich- Freilich, Brenda Aparicio, Ariana Sani- Tolman, and Shiri Hermesh, Speech Language Pathologists, to attend the 2022 American Speech Language Hearing Association (ASHA) Convention in New Orleans, LA November 17 through November 19, 2022, in the amount not to exceed \$22,500.00, to be paid out of Professional Development Funds.

### **C.3. Ratification of the District's Submission of the 2022-23 Consolidated Application for Funding (Mitchell/Crandall Plasencia)**

As presented.

### **C.4. Personnel Actions (Carroll/Torres)**

As presented.

### **C.5. Establishment and Abolishment of Positions (Carroll/Torres)**

As presented.

## **Section C: APPROVAL OF AGREEMENTS**

### **C.6. Approval of Agreement #22-140 – Behavior Insights Inc. (DeGenna/Jefferson)**

To provide Independent Educational Evaluator services to the Special Education Department including Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees, and Assessments, October 6, 2022 through June 30, 2023, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.

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

- C.7. Approval of Agreement #22-142, USC – Department of Otolaryngology (DeGenna/Jefferson)**  
To provide professional development training for Special Education Deaf and Hard of Hearing teachers, October 6, 2022 through June 30, 2023, in the amount of \$5,000.00, to be paid out of Special Education Funds.
- C.8. Approval of Agreement #22-144 – Gopher Sport (DeGenna/Prater)**  
To provide SPARK PE Professional Development for Oxnard School District Grades K-2 & 3-5 Physical Education teachers, October 10, 2022, in the amount not to exceed \$15,000.00, to be paid from the Educator Effectiveness Block Grant.
- C.9. Approval of Agreement #22-146 - Action Preparedness Training (DeGenna/Jefferson)**  
To provide OSHA and EMSA compliant CPR/AED and First Aid training to Special Education staff on October 10 & 11, 2022, in the amount not to exceed \$11,600.00, to be paid out of Special Education Funds.
- C.10. Approval of Agreement #22-147 – Learning Without Tears (DeGenna/Fox)**  
To provide virtual Professional Development to Transitional Kindergarten (TK) general and special education teachers to implement the previously purchased and district-adopted curriculum “Getting Set for School Pre-K Curriculum”, October 6, 2022 and October 27, 2022, in the amount not to exceed \$1,200.00, to be paid out of UTK Planning & Implementation Funds.
- C.11. Approval of Agreement #22-148 – Mind Research Institute (DeGenna/Prater)**  
To provide onsite/in-person professional learning on ST Math for OSD TK-8th grade teachers and families, October 6, 2022 through June 30, 2023, in the amount not to exceed \$26,000.00, to be paid out of Supplemental Concentration Grant Funds.
- C.12. Approval of Agreement #22-150, SPSG Inc. (DeGenna/Nocero)**  
To support Oxnard School District with the implementation and evaluation of the Learning Communities for Success (LCSSP) Grant, October 6, 2022 through June 30, 2025, in the amount not to exceed \$180,000.00, to be paid from LCSSP Grant Funds.
- C.13. Approval of Agreement #22-151, Renaissance Learning, Inc. (Aguilera-Fort)**  
For approval of the book titles that were selected for the Oxnard Mixteco Language Preservation Project, at no additional cost to the district.
- C.14. Approval of Agreement #22-158 – Leadership Associates (Aguilera-Fort)**  
To assist the district with conducting an executive search for the position of Assistant Superintendent, Business & Fiscal Services, October 6, 2022 through June 30, 2023, in the amount of \$17,000.00 plus advertising costs, to be paid out of the General Fund.

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

## **Section C: RATIFICATION OF AGREEMENTS**

### **C.15. Ratification of Agreement #22-141 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

To provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department, August 1, 2022 through June 30, 2023, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

### **C.16. Ratification of Agreement #22-143 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

To provide Home/Hospital Instructional Teaching Services to the Special Education Department, July 1, 2022 through June 30, 2023, in the amount of \$18,000.00, to be paid out of Special Education Funds.

### **C.17. Ratification of Agreement #22-145 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP's) for students RR103108, JN090409, IH081410, DG052310, DP010810, AC080310, SR112811, JM111710, IO111109, during the 2022-2023 school year, including Extended School Year, in the amount of \$363,679.04, to be paid out of Special Education Funds.

## **Section D: ACTION ITEMS**

### **D.1. Approval of a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 School Year (Carroll)**

Superintendent Aguilera-Fort recommended the Board's approval of a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 School Year.

Motion # 22-55 Approval of a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 School Year Mover: Monica Madrigal Lopez

Secunder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

### **D.2. Interview Provisional Appointment Candidate(s) for Trustee Area One (1) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (Aguilera-Fort)**

Item was moved to October 10, 2022 Special Board Meeting.

---

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

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

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

The Board approved minutes of Board meetings as presented:

- September 21, 2022 Regular Meeting

Motion #22-56 Approval of Minutes of Board Meetings as Presented – September 21, 2022  
Regular Meeting

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

Dr. Aguilera-Fort

- Student Profile
- Driffill School
- Lemonwood Volleyball
- Marina West Back to School Night
- McAuliffe Back to School Night
- McKinna School
- Investiture of Richard Yao as President, CSUCI
- Oxnard College Career Day
- El Concilio Latino Leadership Awards
- CA STEAM Symposium
- National Bullying Prevention Month
- World Teachers' Day
- Week of the School Administrator
- Congratulations to Rosa Sanchez on retirement
- Congratulations to Sue Haidet on retirement

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

Debra Cordes

- attended several back to school nights
- attended Driscoll's giveaway at Ramona School
- congratulations to Vianey Lopez on installment as County Supervisor
- attended meeting of Padres Juntos Promovedores
- presentation on testing - appreciates all the work an effort put into it - teachers, principals, administrators, district personnel

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

Monica Madrigal Lopez

- thank you to all schools for their work on back to school nights
- thank you to all presenters
- thank you to Brekke
- thank you for presentation on data
- looks forward to Monday's special board meeting and new Trustee

Jarely Lopez

- thank you to all schools for back to school nights - shout out to custodians and all parents that showed up
- thank you to all presenters
- excited for new Assistant Principals that are joining our schools

Veronica Robles-Solis

- thank you to Brekke family
- congratulations and welcome new Assistant Principals
- looks forward to Monday's Special Board meeting

### **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:54 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adjourn

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 19<sup>th</sup> day of October, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 5, 2022, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mrs. Veronica Robles-Solis**, President  
**Ms. Jarely Lopez**, Clerk  
**Ms. Monica Madrigal Lopez**, Member  
**Ms. Debra M. Cordes**, Member

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Ms. Valerie Mitchell, MPPA**  
Interim Assistant Superintendent,  
Business & Fiscal Services

## MINUTES SPECIAL BOARD MEETING Monday, October 10, 2022

6:00 PM - Open 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.

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

## **Section A: PRELIMINARY**

### **A.1. Call to Order and Roll Call (6:00 PM)**

President Robles-Solis called the meeting to order at 6:04 p.m.

Present: Trustees Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Interim Assistant Superintendent Valerie Mitchell, and Administrative Assistant Monica Noriega.

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

Superintendent Aguilera-Fort led the audience in the Pledge of Allegiance.

### **A.3. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #22-57 Adoption of Agenda as Presented

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Lisa Latimer - in support of MaryAnn Rodriguez
- Timothy Ragan - in support of MaryAnn Rodriguez
- Yvonne Duarte - in support of MaryAnn Rodriguez

## **Section D: ACTION ITEMS**

### **D.1. Interview Provisional Appointment Candidate(s) for Trustee Area One (1) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (Aguilera-Fort)**

The Board of Trustees interviewed three (3) applicants for provisional appointment to fill the Trustee Area 1 Vacancy. The candidates were Miguel Lopez, Alice Ramirez, and MaryAnn Rodriguez. Following discussion, MaryAnn Rodriguez was selected as the provisional appointee.

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

Motion #22-58 Provisional Appointment of MaryAnn Rodriguez as Trustee for Area  
1

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Appoint

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 7:30 p.m.

Motion to adjourn

Mover: Debra Cordes

Second: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 19<sup>th</sup> day of October, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of October 10, 2022, 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

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

October 10, 2022

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – Revisions to E 9270 Conflict of Interest (Mitchell)**

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Revisions the district's Conflict of Interest Code, E 9270 were made to a designated position due to a new position title created and the elimination of a position title. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is adopted at second reading.

Changes are **highlighted**, with new language appearing in **bold** font and deleted language appearing as ~~striketrough~~ font. Language that is **highlighted** but does not have **bold** or ~~striketrough~~ font was already in the policy but has been moved to a different part of the document.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

None at this time. E 9270 will be presented for second reading and adoption at the November 2, 2022 Board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [E 9270 Conflict of Interest \(3 pages\)](#)

**CONFLICT OF INTEREST****Conflict of Interest Code of the  
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

**APPENDIX****Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income **(including gifts, loans, and travel payments)** from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income **(including gifts, loans, and travel payments)** from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income **(including gifts, loans, and travel payments)** from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**CONFLICT OF INTEREST** (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Designated Positions**

<u>Designated Position</u>	<b># of Positions</b>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	<b>5</b>	3	COB
Personnel Commission Members	<b>3</b>	1	OSD
District Superintendent	<b>1</b>	3	OSD
<b>Associate Superintendent</b>	<b>1</b>	1	OSD
Deputy/Assistant Superintendent	<b>2</b>	1	OSD
Director, Pupil Services	<b>1</b>	2	OSD
Director, School Performance and Student Outcomes	<b>1</b>	2	OSD
Director, Teaching and Learning	<b>1</b>	2	OSD
Director, Special Education	<b>1</b>	2	OSD
Principals	<b>21</b>	2	OSD
Chief Information Officer	<b>1</b>	2	OSD
Director, Facilities	<b>1</b>	2	OSD
Director, Classified Human Resources	<b>1</b>	2	OSD
Director, Certificated Human Resources	<b>1</b>	2	OSD
Director, Child Nutrition Services	<b>1</b>	2	OSD
Director, Early Childhood Education Programs	<b>1</b>	2	OSD
Director, Purchasing	<b>1</b>	2	OSD
Director, Finance	<b>1</b>	2	OSD
Director, Transportation	<b>1</b>	2	OSD
Director, Enrichment and Specialized Programs	<b>1</b>	2	OSD
Director, Network Operations	<b>1</b>	2	OSD
Consultants	<b>1</b>	2	OSD

\*COB = County Clerk of the Board; OSD = Oxnard School District

**CONFLICT OF INTEREST** (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit  
 version: October 10, 2018  
 revised: March 17, 2021  
 revised: November 17, 2021  
**revised: November 2, 2022**

**OXNARD SCHOOL DISTRICT**  
 Oxnard, California

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**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:** October 19, 2022

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** October 19, 2022

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

Time Adjourned \_\_\_\_\_

### **ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_

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, October 14, 2022.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A