

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING

Wednesday, May 20, 2020

5:00 p.m. - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)
US: +1 669 900 6833
Webinar ID: 968 7845 9514

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

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

A.3. District’s Vision and Mission Statement

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

A.4. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.5. Adoption and Presentation of Resolution #19-36 “Better Hearing and Speech Month” May 2020 (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #19-36 “Better Hearing and Speech Month” May 2020 in recognition of the Speech/Language and Hearing Specialists in the District.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

A.6. Study Session on 2020-2025 Strategic Planning (Aguilera-Fort)

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

The Superintendent will present a Study Session regarding key ideas for the development of the Strategic Plan for 2020-2025.

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

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

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

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

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

Conference with Legal Counsel - Existing Litigation: 2 cases

OAH Case No. 2019-12-1045

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

-Public Employee Appointment/Recommendation:

- Principal, Elementary

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.

Section B: PUBLIC COMMENT/HEARINGS

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

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

Las instrucciones para comentar en ZOOM vía video conferencia o por teléfono están disponibles en:
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

Section C: CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

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

C.1. Personnel Actions (Vaca/Nair-Villano)

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

C.2. Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, Third Quarter (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaints, Third quarter, as presented.

C.3. Purchase Order/Draft Payment Report #19-08 (Penanhoat/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-08 as submitted.

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

C.4. Setting of Date for Public Hearing – Oxnard School District 2020-2021 Adopted Budget (Penanhoat/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 3, 2020 for a public hearing on the Oxnard School District 2020-2021 Adopted Budget.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.5. Approval of Agreement #20-02 – enVision Consulting Group (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-02 with enVision Consulting Group in the amount not to exceed \$3,000.00 to be paid from the General Fund.

C.6. Approval of Agreement #20-03 – Art Trek Inc. (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-03 with Art Trek Inc. in the amount not to Exceed \$25,000.00 to be paid from the Unrestricted General Fund.

C.7. Approval of Contractor Contingency Allocation No. 010 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 010 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project. CCA No. 010 provides for the Board's consideration and approval of three (3) items of work totaling \$12,274.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency line item.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.8. Ratification of Amendment #2 to Agreement #19-98 - Maxim Healthcare Services (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-98 with Maxim Healthcare Services in the amount of \$73,000.00 to be paid from the General Fund.

C.9. Ratification of Amendment #1 to Agreement #19-185 - Casa Pacifica, NPS (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-185 with Casa Pacifica, NPS in the amount of \$13,084.50 to be paid with Special Education Funds.

C.10. Ratification of Amendment #1 to Agreement #19-205 - Casa Pacifica, NPS (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent,

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

Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-205 with Casa Pacifica, NPS in the amount of \$36,517.32 to be paid with Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Resolution #19-37 Grading During Emergency School Closures (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Resolution #19-37 adjusting grading practices during the COVID-19 State of Emergency and resulting school closures.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

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

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 15, 2020.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 20, 2020

Agenda Section: Section A: Presentation

**Adoption and Presentation of Resolution #19-36 “Better Hearing and Speech Month”
May 2020 (DeGenna/Madden)**

Recognition of the month of May 2020 as “Better Hearing and Speech Month”

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

FISCAL IMPACT:

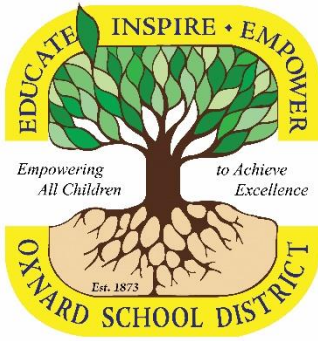
None

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #19-36 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution 19-36 Better Hearing Speech Month](#)



**RESOLUTION NO. 19-36
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***Better Hearing and Speech Month
May 2020***
“Communication at Work”

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

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

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 204,000 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 95th anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

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

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2020 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

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

Adopted this 20th day of May 2020.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 20, 2020

Agenda Section: Section A: Study Session

Study Session on 2020-2025 Strategic Planning (Aguilera-Fort)

The Superintendent will present a Study Session regarding key ideas for the development of the Strategic Plan for 2020-2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached:



OXNARD SCHOOL DISTRICT

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

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Regular Board Meeting of April 1, 2020

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

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

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **OSD_BoardMeetings@oxnardsd.org**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agenda item. If your public comment is for an agenda item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments received before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can also call into the meeting to provide public comment via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/9123456789). You can join the Zoom Meeting from a computer, mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda, as long as needed during the COVID-19 pandemic.

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

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

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional

accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or and Arjelia Tellez at atellez@oxnardsd.org or call 805-385-1501.



OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard recomienda la participación pública a distancia en línea, para la Reunión de la Junta Directiva de Educación del 1 de abril de 2020

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

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

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

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

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

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a

Monica Noriega en mnoriega@oxnardsd.org o a Argelia Tellez en atellez@oxnardsd.org o llame al 805-385-1501.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 20, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Vaca/Nair-Villano)

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

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 05.20.2020 \(five pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Alvarez, Karla	Teacher	April 21, 2020
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Resignation

Vega, Jesus	Board Member Trustee	April 1, 2020
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Retirement

Pauley, Georgina	Teacher	June 30, 2020
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**Temporary Contract
Expiring**

The following temporary certificated employees' contracts will expire effective the end of the 2019-2020 school year (June 18, 2020):

Alvarez, Karla	Lopez, Alexis	Rivera, Erin
Amstutz, Kristina	Lozano, Michael	Smith, Jennifer
Holland, Rebecca	Meyers, Michael	Tiffany, June
Kaplan, Jessica	Mullan, Carolyn	Wolfe, Devonne
Karamis, Rosalind		
Leitch, Keri		

The following temporary certificated employees' ISP contracts will expire effective the end of the 2019-2020 school year (June 18, 2020):

Agraz, Orlando	Harward, Jamie	Parker, Marilynne
Arevalo, Dayna	Huynh, Jennifer	Railey, Angelica
Blake, Debra	Lopez, Marilu	Vanasse, Roberta
Christensen, Elsa	Manny, Karen	Varav, Sally
Colton, Ilene	Nemets, Susan	Vidal, Catherine
Fleming, Maristella		

May 20, 2020

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44831
2019/2020

Pursuant to Education Code 44831, the Board of Trustees each year must authorize/approve licensed Speech Language Pathologists who are providing services under a license issued by the Speech-Language Pathology and Audiology Board. An explanation of the education code and list of Speech Language Pathologists affected are as follows:

Education Code 44831 allows the holder of a Speech-Language Pathologist license to provide services to children.

Name

License

Erin Rivera

Speech Language Pathologist

May 20, 2020

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44831
2020/2021

Pursuant to Education Code 44831, the Board of Trustees each year must authorize/approve licensed Speech Language Pathologists who are providing services under a license issued by the Speech-Language Pathology and Audiology Board. An explanation of the education code and list of Speech Language Pathologists affected are as follows:

Education Code 44831 allows the holder of a Speech-Language Pathologist license to provide services to children.

Name

License

Amy Bennett
Faith Park
Erin Rivera
Cynthia Torres

Speech Language Pathologist
Speech Language Pathologist
Speech Language Pathologist
Speech Language Pathologist

May 20, 2020

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

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

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

<u>Name</u>	<u>Subject</u>
Michael Hunt	Math/Frank
Patricia Lopez Torres	Transitional Kinder
April Rosas	Transitional Kinder
Sylvia Valencia	Transitional Kinder
Erik Woods	Transitional Kinder

CLASSIFIED PERSONNEL ACTIONS

May 20, 2020

New Hire

Geersten, Lisbeth School Occupational Therapist, Position #2865 05/04/2020
Special Education 8.0 hrs./203 days

George, Betsy Assistant Superintendent of Business Services, Pos #301 06/01/2020
Business Services 8.0 hrs./246 days

Unpaid Leave of Absence

Vasquez, Sylvia Office Assistant II, Position #1446 04/09/2020-4/27/2020
Transportation 8.0 hrs./246 days

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 20, 2020

Agenda Section: Section C: Consent Agenda

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

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 Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaints, Third quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report 3rd quarter](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2019-20

District: Oxnard School District

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **April 2020 (1/01/20 to 3/31/20)**

Date for information to be reported publicly at governing board meeting: **May 20, 2020**

Please check box that applies:

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

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

Dr. Karling Aguilera-Fort

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 20, 2020

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-08 (Penanhoat/Franz)

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

1. A listing of Purchase orders issued 03/20/2020 through 05/07/2020 for the 2019-2020 school year, for \$3,661,622.15.
2. There have been no Draft Payments issued from 03/20/2020 through 05/07/2020, for the 2019-2020 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-08 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #19-08 \(7 Pages\)](#)

Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03480	Ventura Co Office Of Education	660	19-20 Tuition/Excess Cost	010-7142	1,507,097.00
P20-03481	Ventura Co Office Of Education	660	19-20 Excess Cost - Transportation	010-7142	295,000.00
P20-03482	Jordanos Inc	640	supplies-community feeding	130-4300	1,181.30
				130-4700	13,265.34
P20-03483	Amazon Com	058	MATERIALS & SUPPLIES - INSTRUCTIONAL	010-4300	300.00
P20-03484	DICK BLICK COMPANY BLICK ART MATERIALS	046	MATL.SUPPLY-INSTRUCTION	010-4300	248.69
P20-03485	Amazon Com	042	MATL/SUP - INSTRUCTIONAL	010-4300	148.40
				010-4318	151.99
P20-03486	Office Depot Bus Ser Div	042	Materials and Supplies (Instructional)	010-4300	276.90
P20-03487	Dell Direct Sales Lp	380	COMP EQUIPT/MATLS	010-4418	12,343.30
P20-03488	Office Depot Bus Ser Div	041	Books - Instructional	010-4200	159.04
				010-4300	241.78
P20-03489	Amazon Com	055	MATL/SUP - Instruction	010-4300	85.50
P20-03490	Office Depot Bus Ser Div	042	Materials and Supplies (Instructional)	010-4300	96.81
P20-03491	Epes Software	048	SOFTWARE-LIC APPLICATIONS-INSTRUCTIONAL	010-5818	173.00
P20-03492	Amazon Com	055	MATL/SUP - Instruction	010-4300	203.91
P20-03493	Amazon Com	055	MATL/SUP - Instruction	010-4300	193.50
P20-03494	NORDISCO CORPORATION NORDISCO BUSINESS PRODUCTS	042	Materials and Supplies (Instructional)	010-4300	621.72
P20-03495	Frontrow Calypso, LLC	004	SERV (LCAP 1:19)	010-5800	10,000.00
P20-03496	Ventura Co Office Of Education	004	CONF/Travel	010-5200	50.00
P20-03497	Amazon Com	032	Matls/Sup - Instructional	010-4300	653.91
P20-03498	Amazon Com	610	Materials/Supplies	010-4300	30.06
P20-03499	Ashton Awards Inc Aswell Troph y	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	320.56
P20-03500	Ron's Signs	610	Materials and Supplies	010-4300	190.69
P20-03501	Pearson	380	SERV	010-5818	40.00
P20-03502	Pearson	380	MAT/SUPL	010-4300	2,023.15
P20-03503	Super Duper Inc	055	MATL/SUP - Instruction	010-4300	107.48
P20-03504	Super Duper Inc	055	MATL/SUP - Instruction	010-4300	138.67
P20-03505	Super Duper Inc	055	MATL/SUP - Instruction	010-4300	96.81
P20-03506	World Wide Imaging Supplies	032	Matls/Sup - Instructional	010-4300	2,560.18
P20-03507	TOM HENSON HENSON MUSIC CENTER	046	MATL/SUPPLY-INSTRUCTION	010-4300	360.08
P20-03508	Reliable Floor Covering Co	630	Prof Service / District Main Office Restroom	010-5800	1,570.00
P20-03509	DMEC	610	DMEC Dues & Membership	010-5300	210.00
P20-03510	Kelly Paper	655	Materials and Supplies	010-4300	1,343.37
P20-03511	Gametime, Inc	630	BOND Equipt McKinna	214-6400	3,867.45
P20-03512	Forbess Consulting Group, Inc FCG Environmental	630	Prof Service / Transportation Fire	010-5800	515.00

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ESCAPE ONLINE

Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03513	Forbess Consulting Group, Inc FCG Environmental	630	Prof Service / HVAC Shop	010-5800	947.50
P20-03514	Paradise Chevrolet	630	Vehicle Equipt	010-6400	45,930.00
P20-03515	SOS Survival Products	610	MATL/SUP (COVID-19)	010-4300	93.74
P20-03516	Amazon Com	ASES	MATL/SUP	010-4300	822.52
P20-03517	Lifetouch	038	MATL/SUPP-instructional	010-4300	1,341.09
P20-03518	Jordanos Inc	640	supplies-community feeding	130-4300 130-4700	470.32 5,485.87
P20-03519	Uline	655	Materials and Supplies	010-4300	297.39
P20-03520	AC Supply Co	046	MATL/SUPPLY-INSTRUCTION	010-4300	3,008.74
P20-03521	LA LIBRERIA INC	048	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	010-4200	883.20
P20-03522	LA LIBRERIA INC	048	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	010-4200	1,379.35
P20-03523	LA LIBRERIA INC	048	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	010-4200	1,379.35
P20-03524	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	010-4100	8,740.68
P20-03525	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03526	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03527	Learning Without Tears	ERC	Textbooks	010-4100	727.96
P20-03528	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03529	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03530	Learning Without Tears	ERC	Textbooks	010-4100	727.96
P20-03531	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03532	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03533	Learning Without Tears	ERC	Textbooks	010-4100	363.98
P20-03534	Shaw Hr Consulting	200	Consulting	010-5800	2,088.07
P20-03535	Learning Without Tears	ERC	Textbooks	010-4100	619.56
P20-03536	EMPIRE CLEANING SUPPLY	650	MATL/SUP (COVID-19)	010-4300	2,726.08
P20-03537	T-Mobile USA Inc.	004	COMM	010-5902	840,000.00
P20-03538	SOS Survival Products	610	MATL/SUP (COVID-19)	010-4300	187.47
P20-03539	Grainger Inc	610	MATL/SUP (COVID-19)	010-4300	1,326.45
P20-03540	Amazon Com	335	Mat/Sup - Instruction	120-4300	894.29
P20-03541	Laser Toner & Computer Supply	057	Repairs-Instructional	010-5632	99.00
P20-03542	School Tech Supply	066	Repairs-Instructional	010-5632	180.84
P20-03543	Amazon Com	630	MATL/SUP - (COVID-19)	010-4300	294.21
P20-03544	Amazon Com	610	Disaster Material & Supplies	010-4300	259.18
P20-03545	Newegg Com	610	MATL/SUP (COVID-19)	010-4300	713.89
P20-03546	LYNNE N MERRILL MERRILL EDUCAT IONAL CENTER	380	SERV (ML110406)	010-5100	96,600.00
				010-5800	25,000.00
P20-03547	PATHWAYS 2 Speech	380	SERV	010-5800	5,000.00
P20-03548	Home Depot Inc	004	MATL/SUP (COVID19)	010-4300	150.00
P20-03549	Amazon Com	ASES	MATL/SUP	010-4300	1,080.87
P20-03550	P And R Paper Supply Co	640	supplies-community feeding	130-4300	1,654.61

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ESCAPE ONLINE

Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03552	Acorn Paper Products Co	003	Stores Supplies	010-4300	1,788.65
P20-03553	Veritiv Operating Company	655	Materials and Supplies	010-4300	1,945.86
P20-03554	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	640	supplies-community feeding	130-4300	565.69
P20-03555	Grainger Inc	610	MATL/SUPP(COVID-19)	010-4300	584.54
P20-03557	CDW G	004	SOFTWARE (LCAP 1:40)	010-5818	14,500.00
P20-03558	BMI Systems Group	004	MATL/SUP (COVID-19)	010-4300	1,531.11
P20-03559	Shaw Hr Consulting	200	Consulting	010-5800	405.00
P20-03560	Gold Star Foods	640	supplies-community feeding	130-4700	28,035.00
P20-03561	Learning Rights Law Center Cli ent Trust Account	600	SERV-attorney fees	010-5899	37,000.00
P20-03562	Learning Rights Law Center Cli ent Trust Account	600	SERV-attorney fees	010-5899	10,000.00
P20-03563	Learning Rights Law Center Cli ent Trust Account	600	SERV-attorney fees	010-5899	23,000.00
P20-03564	Learning Rights Law Center Cli ent Trust Account	600	SERV-attorney fees	010-5899	6,500.00
P20-03565	Calif Dept Of Educ Cashier's O ffice	600	CONST	214-6230	30,800.00
P20-03566	Newegg Com	610	MATL/SUP (COVID-19)	010-4300	643.91
P20-03567	Amazon Com	600	MATL/SUP	010-4300	170.36
P20-03568	Gold Star Foods	640	supplies-community feeding	130-4700	526.50
P20-03569	SOS Survival Products	610	MATL/SUP (COVID-19)	010-4300	187.47
P20-03570	Jordanos Inc	640	supplies-community feeding	130-4300	1,339.12
P20-03571	CABE VTA CO CHAPTER ATTN DR S OLEDAD MOLINAR	057	CONF-Instructional	010-5200	450.00
P20-03572	Dept Of Toxic Substances Ctr	630	Fees Doris and Patterson / Bond Funds	214-6171	1.05
P20-03573	School Health Corporation	610	MATL/SUP (COVID-19)	010-4300	10,344.00
P20-03574	EMPIRE CLEANING SUPPLY	610	MATL/SUP (COVID-19)	010-4300	15,503.07
P20-03575	Speech Corner	380	MATL/SUP (C. Torres)	010-4300	219.19
P20-03576	Pro Ed	380	MATL/SUP (C.Torres)	010-4300	224.90
P20-03577	Amazon Com	380	OT-Matl's	010-4300	135.18
P20-03578	WIEBER CORPORATION FACTORY EXP RESS	655	Materials and Supplies	010-4300	395.39
P20-03579	Grainger Inc	003	Supplies	010-4300	263.77
P20-03580	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	010-4100	9,625.71
P20-03581	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	010-4100	46,172.06
P20-03582	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	010-4100	15,331.26
P20-03583	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	010-4100	7,043.75
P20-03584	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	010-4100	14,459.33

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Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03585	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	010-4100	13,851.42
P20-03586	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ MCAULIFFE	010-4100	16,800.28
P20-03587	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/RITCHEN	010-4100	15,545.10
P20-03588	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ ROSE AVE	010-4100	15,234.98
P20-03589	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ SIERRA LINDA	010-4100	16,684.80
P20-03590	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ SORIA	010-4100	13,314.79
P20-03591	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ CURREN	010-4100	13,061.99
P20-03592	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks/ RAMONA	010-4100	13,796.75
P20-03593	Jordanos Inc	640	supplies-community feeding	130-4700	641.52
P20-03594	SHRED-IT USA LLC	ASES	SERVICE	010-5800	651.35
P20-03595	Amazon Com	ASES	MATL/SUP	010-4300	332.04
P20-03596	SCHOOL'S IN, LLC	066	MATL/SUP-Instructional	010-4300	227.57
P20-03597	Woodburn Press	066	MATL/SUP-Instructional	010-4300	540.32
P20-03598	Rochester 100, Inc	066	MATL/SUP-Instructional	010-4300	269.11
P20-03599	Bagsinbulk.com	066	MATL/SUP-Instructional	010-4300	146.95
P20-03600	Discount School Supply	066	MATL/SUP-Instructional	010-4300	459.70
P20-03601	Uline	ASES	MTRL/SUPL	010-4300	518.41
P20-03602	Starfall Education Foundation	050	Online Subscription	010-5818	270.00
P20-03603	Pearson	385	Materials & Supplies	010-4300	237.74
P20-03604	School Datebooks	058	MATERIALS & SUPPLIES - INSTRUCTIONAL	010-4300	813.97
P20-03605	Blick Art Materials	066	MATL/SUP-Instructional	010-4300	101.72
P20-03606	Amazon Com	380	MATL/SUP (AAC)	010-4300	1,161.13
P20-03607	Amazon Com	380	MATL/SUP (C.Evans)	010-4300	401.26
P20-03608	Gold Star Foods	640	supplies-community feeding	130-4700	4,392.50
P20-03609	Amazon Com	ASES	EQUIP	010-4400	4,410.59
P20-03610	Amazon Com	ASES	MTRL/SUPL	010-4300	7,874.36
P20-03611	Gold Star Foods	640	supplies-community feeding	130-4700	12,837.04
P20-03612	Amazon Com	ASES	MTRL/SUPL	010-4300	1,005.52
P20-03613	Amazon Com	ASES	MTRL/SUPL	010-4300	2,230.38
P20-03614	C & E STORAGE PRODUCTS	630	Plumbing Materials and Supplies	010-4325	1,000.00
P20-03615	Gold Star Foods	640	supplies-community feeding	130-4700	11,742.40
P20-03616	Ashton Awards Inc Aswell Trophy	056	materials and supp.-AR Medals and Trophies	010-4300	932.04
P20-03617	Oriental Trading Co Inc	ASES	MTRL/SUPL	010-4300	2,371.04
P20-03618	International E-Z UP Inc	ASES	MATL/SUP	010-4300	2,248.44
P20-03619	MEDICALESHP INC	380	Equipment-Frank Student	010-4400	3,119.36

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Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03620	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	640	equipment-036	010-4400	802.74
				010-6400	11,195.22
				130-4300	546.40
P20-03621	Petroleum Telcom Inc DBA Telecom	ASES	MTRL/SUPL	010-4300	7,693.35
P20-03622	Taft Electric	630	Repairs / Elm	010-5632	8,617.00
P20-03623	S & S WORLDWIDE, INC	ASES	MTRL/SUPL	010-4300	54,392.78
P20-03624	Gopher Sport	ASES	MTRL/SUPL	010-4300	8,233.82
P20-03625	S & S WORLDWIDE, INC	ASES	MTRL/SUPL	010-4300	8,075.97
P20-03626	S & S WORLDWIDE, INC	ASES	MTRL/SUPL	010-4300	5,168.88
P20-03627	CDW G	004	Software (Zoom Webinar)	010-5818	2,800.00
P20-03628	CCI Office Technologies	655	Materials and Supplies	010-4300	3,806.81
P20-03629	FoodCorp Inc	640	other services	130-5800	12,583.46
P20-03630	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	010-4100	46,315.48
P20-03631	Covell Graphics Fastsigns of Oxnard	054	matl/sup-instructional	010-4300	1,859.98
P20-03632	Amazon Com	320	Books, Title I, Private School, OLG	010-4200	184.73
P20-03633	Barnes And Noble	ASES	MTRL/SUPL	010-4200	745.95
P20-03634	School Datebooks	040	MATL/SUPP-INSTRUCTIONAL	010-4300	1,391.03
P20-03635	School Health Corporation	003	Stores Supplies	010-9320	589.39
P20-03636	Veritiv Operating Company	003	Stores Supplies	010-9320	422.81
P20-03637	CABE	330	MEMB-Title III	010-5300	90.00
P20-03638	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUCTIONAL	010-4300	508.16
P20-03639	Batteries Plus- Camarillo	003	Stores Supplies	010-9320	225.76
P20-03640	Maad Graphics	052	MATL/SUPL-Instr	010-4300	272.07
P20-03641	SCRIPPS MEDIA INC VENTURA COUNTY STAR	640	publications	130-5800	294.90
P20-03642	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	574.93
P20-03643	COUNTY OF VENTURA	640	other services	130-5800	628.30
P20-03644	SMART AND FINAL-C.I. BLVD	003	Stores Supplies	010-9320	499.36
P20-03645	Rosetta Stone Ltd	320	SFTWR/APPS-Title II-private school-OLG	010-5818	7,500.00
P20-03646	Ventura Co Office Of Education	380	SERV (OM)	010-5800	12,897.73
P20-03647	Ventura Co Office Of Education	380	SERV(ASL)	010-5800	6,790.00
P20-03648	West Shield Adolescent Service	380	SERV (AE051507)	010-5800	5,377.19
P20-03649	CANON SOLUTIONS AMERICA INC	650	Service	010-5800	360.00
P20-03650	Morris Printing Group, Inc School Mate	038	MATL/SUPP-instructional	010-4300	315.98
P20-03651	Acorn Paper Products Co	003	Moving Supplies - McKinna	010-4300	2,344.63
P20-03652	EMPIRE CLEANING SUPPLY	003	Stores Supplies	010-9320	1,737.47
P20-03653	LABSOURCE, INC	003	Stores Supplies	010-9320	2,051.29
P20-03654	Sinclair Sanitary Supply Inc	003	Stores Supplies	010-9320	2,491.09
P20-03655	DRIFTWOOD DAIRY INC	640	supplies-community feeding	130-4700	64,000.00

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ESCAPE ONLINE

Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-03656	Gold Star Foods	640	supplies-community feeding	130-4700	7,104.00
P20-03657	Jordanos Inc	640	supplies-community feeding	130-4300	621.40
				130-4700	1,070.01
Total Number of POs			176	Total	<u>3,661,622.15</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	155	3,457,073.68
120	CHILD DEVELOPMENT FUND	1	894.29
130	CAFETERIA FUND	18	168,985.68
214	BOND FUND MEASURE D 2016	3	34,668.50
		Total	<u>3,661,622.15</u>

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ESCAPE ONLINE

Includes Purchase Orders dated 03/20/2020 - 05/07/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-01432	9,905,195.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRAC	2,074.00
P19-05161	174,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	149,000.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	307.50
			Total PO P19-05161	149,307.50
P20-00172	5,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,000.00
P20-00245	20,739.74	010-5632	GENERAL FUND/REPAIRS	1,000.00
P20-00287	1,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P20-00330	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P20-00352	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P20-00420	4,500.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	800.00
		130-4700	CAFETERIA FUND/FOOD	200.00
			Total PO P20-00420	1,000.00
P20-00510	3,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P20-00555	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P20-00560	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00-
P20-00561	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P20-00564	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8,000.00-
P20-00565	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-00576	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,000.00-
P20-00577	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P20-00779	11,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P20-00828	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P20-00879	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,937.50
P20-01878	22,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P20-02044	75,246.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	27,846.00
P20-02204	1,662,000.00	010-5899	GENERAL FUND/ATTORNEY FEES	862,000.00
P20-02220	13,278.26	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SERV	5,400.00
P20-02831	505.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	525.97-
P20-03400	20.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P20-03423	207.17	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.05
			Total PO Changes	1,046,586.08

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

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 20, 2020

Agenda Section: Section C: Consent Agenda

**Setting of Date for Public Hearing – Oxnard School District 2020-2021 Adopted Budget
(Penanhoat/Crandall Plasencia)**

It is appropriate that the Board of Trustees set the date of Wednesday, June 3, 2020, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2020-2021 Adopted Budget.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 3, 2020 for a public hearing on the Oxnard School District 2020-2021 Adopted Budget.

ADDITIONAL MATERIALS:

Attached: [PUBLIChearingBUDGETflyer.pdf](#)



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

May 20, 2020

The Board of Trustees of the Oxnard School District will hold a virtual Public Hearing via Zoom on Wednesday, June 3, 2020, at 7:00 P.M. or as soon thereafter as this matter may be heard, regarding the 2020-2021 Proposed Budget.

By: Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
(805) 385-1501, ext. 2401

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 20, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-02 – enVision Consulting Group (DeGenna/Ridge)

California Education Code (EC) 48980 (“Ed Code”) requires school districts to notify parents annually of their rights and responsibilities with respect to a number of topics listed in the Ed Code. In Oxnard School District this is accomplished via distribution of the Annual Parent Rights Notification Handbook (“Handbook”) at the beginning of each school year.

The Handbook provides families with important information and notifications related to District procedures and policies. It is updated annually to comply with recent changes to the Ed Code as well as recent legislation. Each family is required to sign and return the “Acknowledgement of Receipt and Review” form included in the Handbook.

enVision Consulting Group assists the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook.

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

FISCAL IMPACT:

Not to exceed \$3,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-02 with enVision Consulting Group.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-02, enVision Consulting Group \(6 Pages\)](#)



enVision Consulting Group

Consulting Services Agreement

This agreement is hereby entered into on May 20, 2020 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

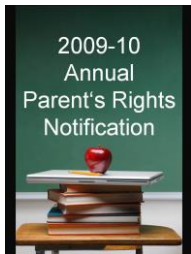
WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

District accepts the following consulting services (indicate selections by initialing in provided space):

 X Annual Parents' Rights Notification Services (Appendix A)

Consulting Services



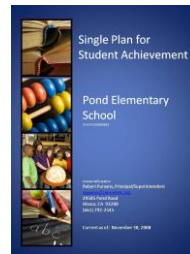
Annual Parent Notification



School Accountability Report Card



Comprehensive School Safety Plans



School Plan for Student Achievement



Translation Services



enVision Consulting Group

I. DISTRICT'S RESPONSIBILITIES

I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

II. CONSULTANT'S RESPONSIBILITIES

II.1. See Appendix related to individual service agreement for specific responsibilities.

III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A.

IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

VI. MATERIALS

VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.

VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



enVision Consulting Group

VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



enVision Consulting Group

XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030-7442

Consultant:

enVision Consulting Group, Inc.
Post Office Box 2038
Rancho Cucamonga, CA 91729

XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

XIV. ATTORNEY FEES/COSTS

Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

THIS AGREEMENT IS ENTERED INTO THIS 20th DAY OF May, 2020.

BOARD APPROVAL DATE: _____

Oxnard School District

By: _____
(Signature of authorized representative)

Lisa A. Franz

(Print name of authorized representative)

enVision Consulting Group, Inc.

By : _____
Beth Hunter, President



enVision Consulting Group

Appendix A

ANNUAL PARENT’S RIGHTS NOTIFICATION

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Annual Parent’s Rights Notification as required by Education Code Section 48980.

I. CONSULTANT’S RESPONSIBILITIES

- I.1. Consultant shall collect, document and process the information necessary to prepare Annual Parent’s Rights Notification.
- I.2. Consultant will provide one completed English version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for English versions (in a Portable Document Format) on CD Rom.
- I.3. Consultant will make a good faith effort to prepare Annual Parent’s Rights Notification in accordance with existing laws, regulations and applicable written guidelines.

II. SUPPLEMENTARY SERVICES

- II.1. Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish the Annual Parent’s Rights Notification and will provide one completed Spanish version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for Spanish Version (in a portable Document Format) on CD Rom.
- II.2. Printing Services – should District elect printing services, Consultant will provide district with a quote related to the specific document format selected by the district and the number of notices required to be printed by Consultant.

III. COMPENSATION

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):



enVision Consulting Group

Annual Parent's Rights Notification

- One Year Agreement – 2020-21 APN
\$1,500 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Two-Year Agreement - 2020-21 & 2021-22 APN
\$1,250 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Three-Year Agreement –2020-21, 2021-22 & 2022-23 APN
\$1,000 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

Fee schedule for Annual Parent's Rights Notification services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of Annual Parent's Rights Notification final

SPANISH TRANSLATION SERVICES

- District accepts Spanish Translation Services** and has selected the following term/compensation:
- One Year Agreement – 2020-21 APN
\$500 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Two-Year Agreement - 2020-21 & 2021-22 APN
\$450 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Three-Year Agreement –2020-21, 2021-22 & 2022-23 APN
\$400 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of final

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 20, 2020

Agenda Section: Section C: Enrichment Agreement

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

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

FISCAL IMPACT:

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

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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



OSD AGREEMENT #20-03

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

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

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

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

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

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

ADDITIONAL AGREEMENTS:

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

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

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

PROGRAM FEES FOR ASES:

Maximum Budget for ASES program 2020-2021:

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

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

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

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

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



Nan Young, Director

April 9, 2020

Date

Lisa A. Franz, Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 20, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 010 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency in the amount of Eight Hundred Twenty- Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 010 consists of three proposals relating to the McKinna Reconstruction Project. CAR No. 185RO is for implementing elevation changes in front of MPR as recommended by the Civil Engineer; CAR No. 186RO provides site concrete section elevation changes required for ADA compliance as recommended by the Civil Engineer; and CAR No. 188RO is for modification of sidewalk detail along South of KG as recommended by the Civil Engineer. CCA No. 010 provides for the Board's consideration and approval of three (3) items of work totaling \$12,274.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency line item.

Upon approval of CCA No. 010, Contractor Contingency funds in the amount of \$656,005.74 will have been utilized to date, and the remaining balance of Contractor Contingency sum shall be \$168,829.26.

FISCAL IMPACT:

CCA No. 010 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Twelve Thousand Two Hundred Seventy-Four Dollars and Zero Cents (\$12,274.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 010, the remaining balance of Contractor Contingency will be One Hundred Sixty-Eight Thousand Eight Hundred Twenty-Nine Dollars and Twenty-Six Cents (\$168,829.26).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 010 to CSA #17-41 with Bernards related to the McKinna

Elementary School Reconstruct Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 010 \(2 Pages\)](#)
- [CAR No. 185 - RFI-409 - Clarification on elevation in front of MPR \(6 Pages\)](#)
- [CAR No. 186 - RFI-393 - Site Concrete Section Clarification \(6 Pages\)](#)
- [CAR No. 188 - RFI-414 - Sidewalk detail along South of KG \(7 Pages\)](#)
- [Construction Services Agreement #17-41 - Bernards Bros. Inc.](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: May 20, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 010

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No.17-41

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

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(643,731.74)
ADJUSTED CONTINGENCY SUM	\$	181,103.26
NET CHANGE	\$	(12,274.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(656,005.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 010.....	\$	168,829.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 185 RO - RFI-409 - Clarification on elevation in front of MPR		\$2,346.00		
2.	CAR No. 186 RO - RFI-393 - Site Concrete Section Clarification		\$6,003.00		
3.	CAR No. 188 RO - RFI-414 - Sidewalk detail along South of KG		\$3,925.00		
	TOTAL		\$12,274.00		

Total Contractor Contingency Allocation Approval No. 010 \$12,274.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASST. SUPT., BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 185 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 409 - Clarification on elevation in front of MPR - Radius Step at Bldg. 2

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,346
	Subtotal:	-2,346

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	2,346
	Subtotal:	2,346
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Printed Name & Title

Date



Date
11/25/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
2

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per email from Mitch Michaelis on 11/21/2019, B&M to provide a 3" step at the fence line radiused band in front of Building 2 to obtain proper slopes in ADA compliance.			
Foreman - 4 hrs.	4	85.00	340.00
Mason-Layout/Form/Set Rebar - 8 hrs.	8	71.13	569.04
Form lumber - 50 lin. ft.	50	4.35	217.50
Rebar - 160 lbs.	160	0.70	112.00
Concrete - 3 yards	3	110.00	330.00
Mason- Pour/Finish - 4 hrs.	4	71.13	284.52
Concrete pump	3	15.00	45.00
Mason- Strip/Detail - 2 hrs.	2	71.13	142.26
Subtotal			2,040.32
Office & administration		15.00%	306.05
Total			\$2,346.37

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 409

Project: McKinna Elementary School Reconstruction

Date: 11-21-19

Discipline: Architectural

Subject: Clarification on Radius in front of MPR

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 401	C100	

QUESTION

The elevations from Bldg 2 to the parking lot does not work (See the attached sketch). Since it is at fence, and is not in the path of travel; adding a 3" step at the fence line radiused band will get all the slopes in ADA, compliant. Please confirm that it is acceptable.

ANSWER

Confirmed

KG, PED 12.05.19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/12/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:

Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 409

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction
 Date: 11-21-19
 Discipline: Architectural

Subject: Clarification on Elevation in front of MPR Response Requested By: 11-28-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 401	C100	


QUESTION

The elevations from Bldg 2 to the parking lot does not work (See the attached sketch). Since it is at fence, and is not in the path of travel; adding a 3" step at the fence line radiused band will get all the slopes in ADA, compliant. Please confirm that it is acceptable.

ANSWER

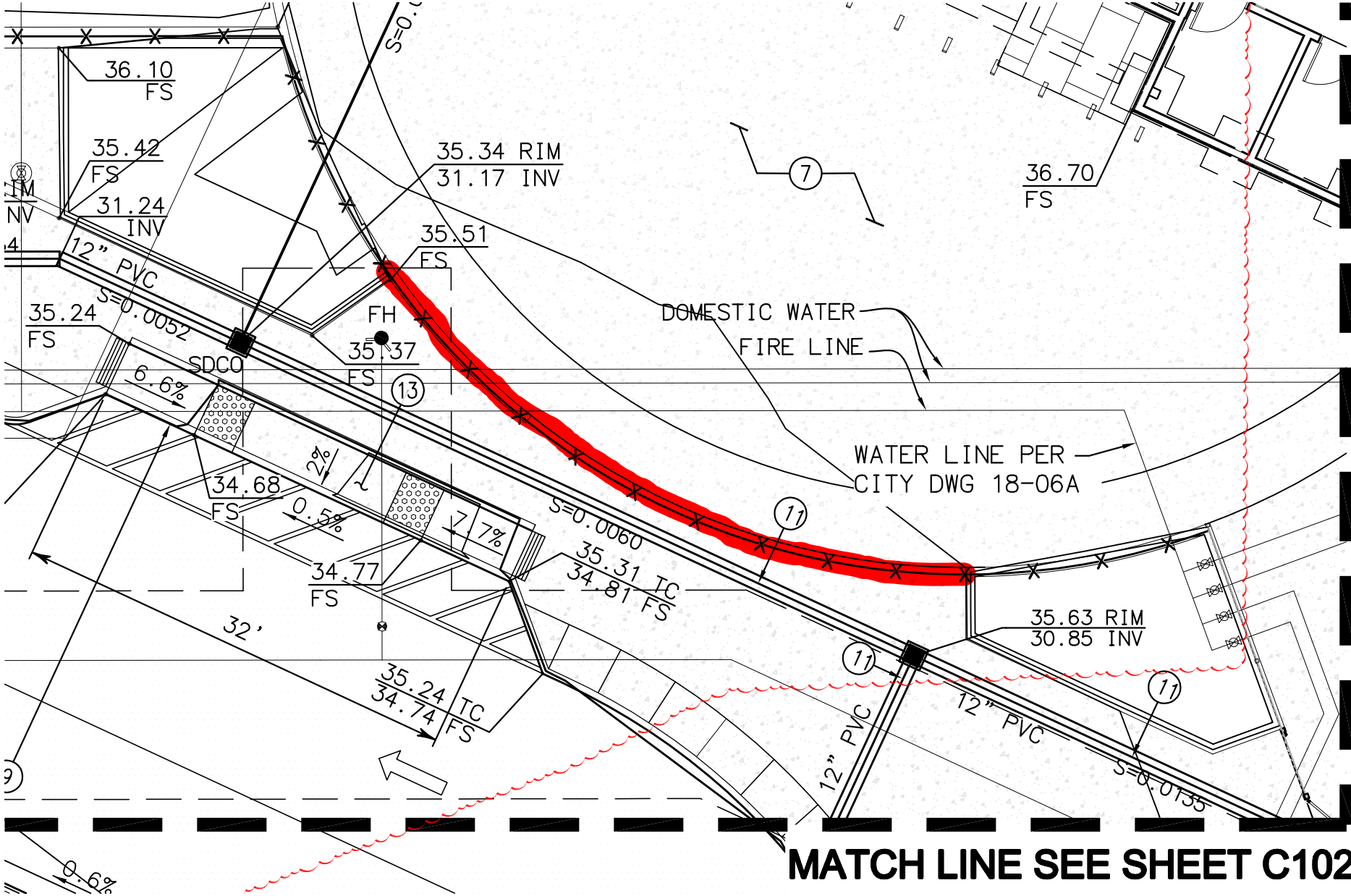
Confirmed.

Kevin Griendling, AIA

Response Provided By: 
 Name Perkins Eastman Company 12.5.19 Date

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:
Submitted By: Arvind Balaji - Bernards

C100





CONTINGENCY ALLOCATION REQUEST

CAR No. 186 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 393-Site Concrete Section Clarification - Increase Thickness at Northside

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,003
	Subtotal:	-6,003

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	6,003
	Subtotal:	6,003

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Date
12/3/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
3

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per RFI 393, increase the thickness of concrete paving from 4" to 6" at northside gate paving as indicated on RFI 393 Exhibit.			
Concrete - 36 yards	36	110.00	3,960.00
Concrete pump	36	5.00	180.00
AB 219 Fee - 3.6 trucks	3.6	300.00	1,080.00
Subtotal			5,220.00
Office & administration		15.00%	783.00
Total			\$6,003.00

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 393

Project: McKinna Elementary School Reconstruction

Date: 10-29-19

Discipline: Civil

Subject: Site Concrete Section Clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
C100		

QUESTION

Civil sheet C001 calls for 4" PCC over 4" PMB typical, for all site concrete. Civil sheet C100 calls for 6" PCC over 4" PMB.

SUGGESTION

Please confirm site concrete will be placed per C001 (4" PCC over 4" PMB).

ANSWER

See enclosed exhibit showing updated limits of 6-inch pcc and 4-inch pmb based on coordination with project Architect and use of gates.

Steve Downs DELANE 11/11/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	11/12/2019
Damar Construction Inc	Jason Fiscalini	11/12/2019
HPS Mechanical Inc	Jay Buenviaje	11/12/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Marilag Sharpe - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 393

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 10-29-19
Discipline: Civil

Subject: Site Concrete Section Clarification

Response Requested By: 11-05-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
C100		

QUESTION

Civil sheet C001 calls for 4" PCC over 4" PMB typical, for all site concrete. Civil sheet C100 calls for 6" PCC over 4" PMB.

SUGGESTION

Please confirm site concrete will be placed per C001 (4" PCC over 4" PMB).

ANSWER

See enclosed exhibit showing updated limits of 6-inch pcc and 4-inch pmb based on coordination with project Architect and use of gates.

Response Provided By: Steve Downs DELANE 11/11/2019
 Name Company Date

Question Initiated By: Marilag Sharpe - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards

6-INCH CONCRETE, 4-INCH PMB
SCALE: 1"=20' (8.5x11)
11/11/2019 DELANE





CONTINGENCY ALLOCATION REQUEST

CAR No. 188 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 414 - Sidewalk detail along South of KG - Install 6 inch thick concrete curb

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,925
	Subtotal:	-3,925

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	3,925
	Subtotal:	3,925

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Date
12/16/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
9

Description of New Work Requested	Quantity	Rate	Amount
Job address - Mc Kinna ES			
Additional work requested:			
Description: Per RFI 414, install 6" thick concrete curb over exposed structural footing edge with 45-degree chamfer to adjacent sidewalk along south of KG building, chip excessive concrete and remove, form curb, installation, pour and finish			
Foreman - 2 hrs.	2	85.00	170.00
Mason- Chip excessive concrete - 8 hrs.	8	71.13	569.04
Mason-Layout/Form - 8 hrs.	8	71.13	569.04
Form lumber - 50 lin. ft.	50	4.35	217.50
Concrete - 3 yards	3	110.00	330.00
AB219 Fee	3	30.00	90.00
Mason- Pour/Finish - 12 hrs.	12	71.13	853.56
Pump Concrete	3	15.00	45.00
Mason- Strip/Detail/Clean - 8 hrs.	8	71.13	569.04
Subtotal			3,413.18
Office & administration		15.00%	511.98
*Work to be done concurrently with contracted work			
Total			\$3,925.16

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
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SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.13</u>	<u>\$ 93.79</u>	<u>\$ 116.45</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 414

Project: McKinna Elementary School Reconstruction

Date: 12-11-19

Discipline: Civil

Subject: Sidewalk detail along South of KG Bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
ASI 29	C100, A002, J1/A004	

QUESTION

Please provide us a sketch on how the sidewalk adjoins the footing along the South of KG Bldg

ANSWER

See attached sketch

Steve Downs
DELANE ENGINEERING
12/11/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/11/2019
Damar Construction Inc	Jason Fiscalini	12/11/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Arvind Balaji - Bernards

Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 414

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 12-11-19
Discipline: Civil

Subject: Sidewalk detail along South of KG Bldg.

Response Requested By: 12-18-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
ASI 29	C100, A002, J1/A004	

QUESTION

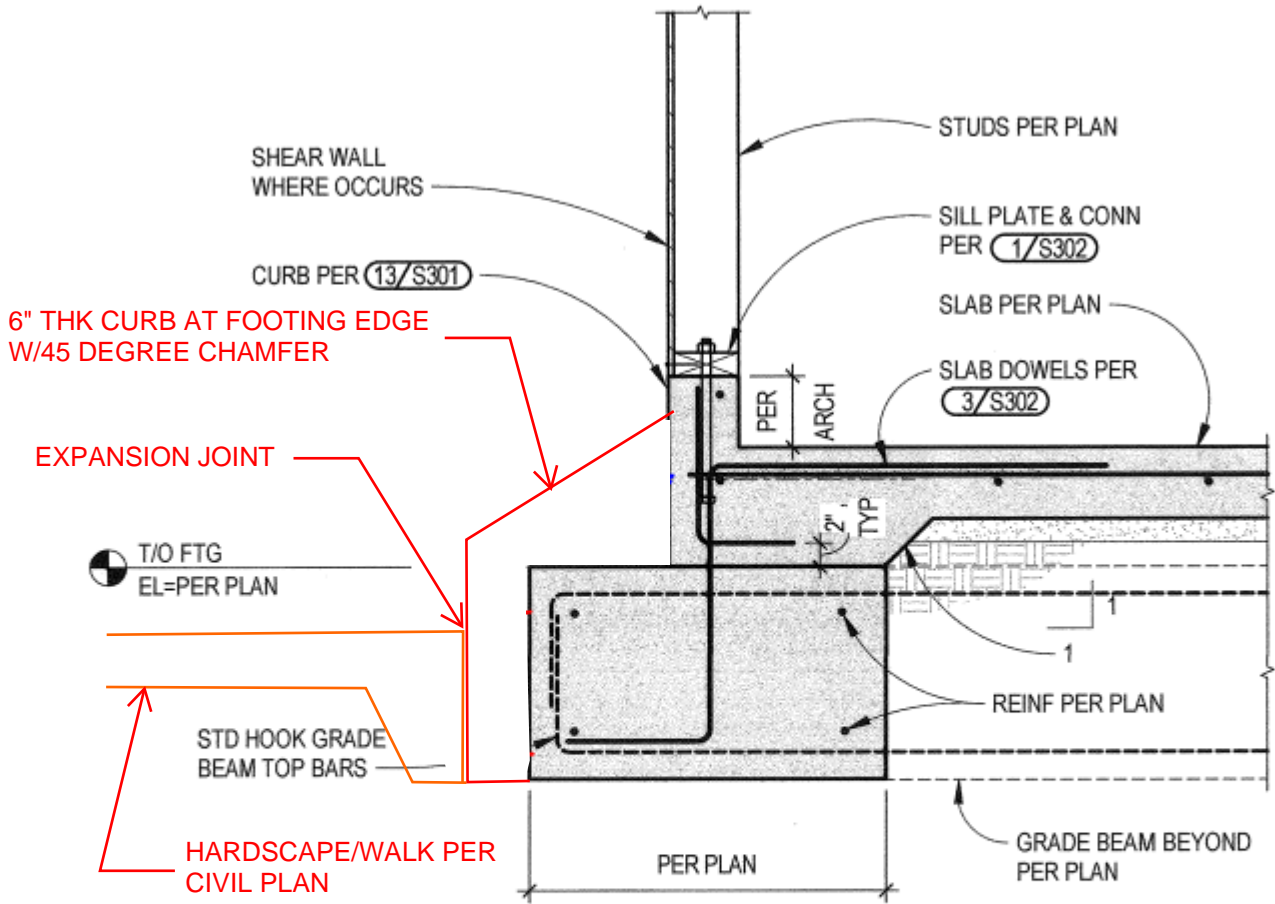
Please provide us a sketch on how the sidewalk adjoins the footing along the South of KG Bldg

ANSWER

See attached sketch.

Response Provided By: Steve Downs DELANE ENGINEERING 12/11/2019
Name Company Date

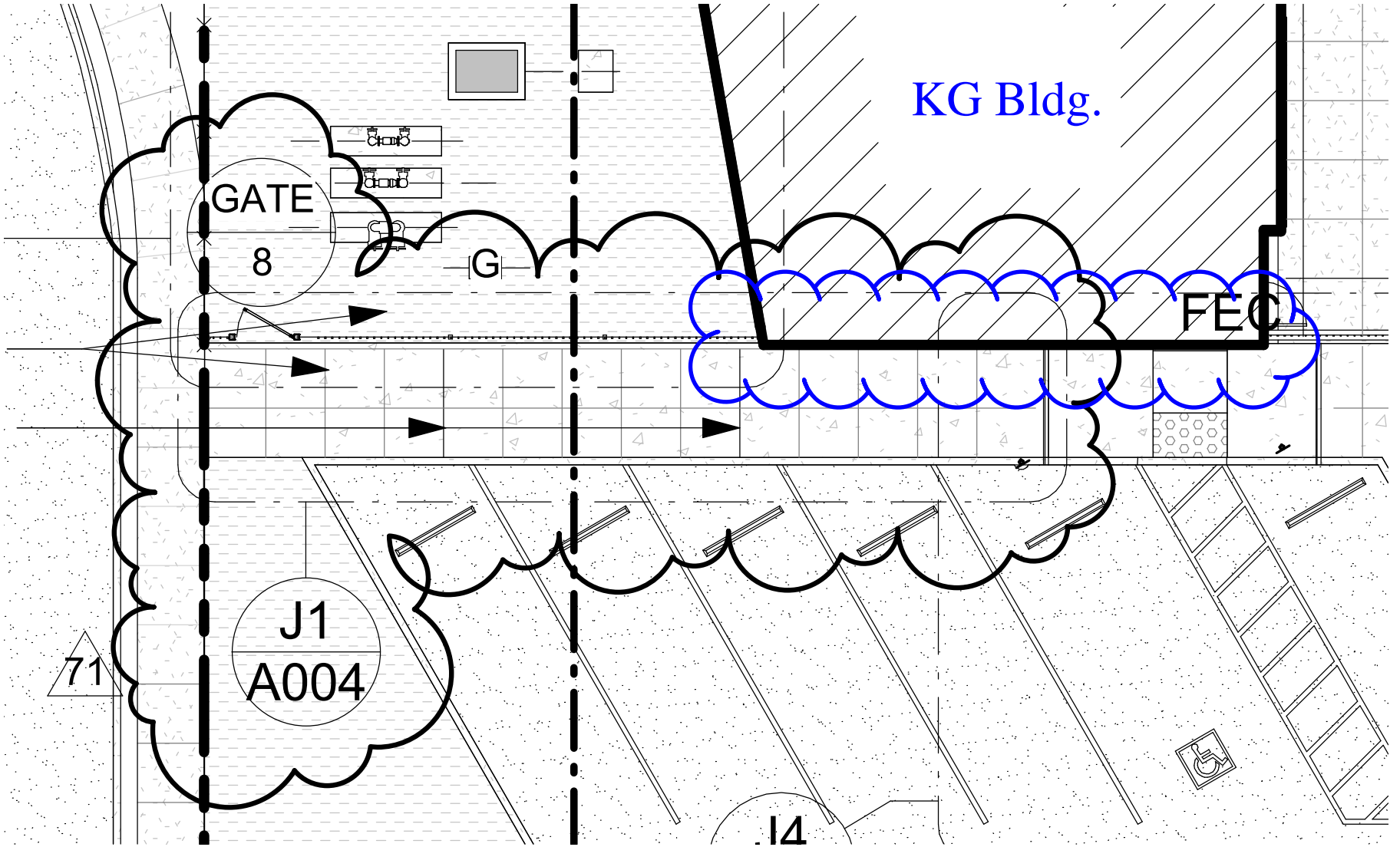
Question Initiated By: Arvind Balaji - Bernards
Submitted By: Arvind Balaji - Bernards



EXTERIOR WALL FOOTING

SCALE: 3/4" = 1'-0"

2
 S302



CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

- 2 -

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

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

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

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

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

- 4 -

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

- 5 -

#17-41

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

- 6 -

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

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

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- 24 -

#17-41

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 20, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #2 to Agreement #19-98 - Maxim Healthcare Services
(DeGenna/Ridge)**

At the Board meeting on August 21, 2019, the Board of Trustees approved Agreement #19-98 with Maxim Healthcare Services in the amount not to exceed \$10,000 for the 2019-2020 school year.

At the Board meeting of May 6, 2020, the Board of Trustees ratified Amendment #1 to include the COVID-19 Educational Institution Rates at no additional cost.

Amendment #2, in the amount of \$73,000.00, is required due to the need for additional nurse coverage pending OSD nurse returning from extended leave, for a new total agreement amount of \$83,000.00.

FISCAL IMPACT:

\$73,000.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-98 with Maxim Healthcare Services.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-98, Maxim Healthcare Services Inc.](#)

**AMENDMENT #2 TO AGREEMENT #19-98 with
Maxim Healthcare Services
May 20, 2020**

At the Board meeting on August 21, 2019, the Board of Trustees approved Agreement #19-98 with Maxim Healthcare Services in the amount not to exceed \$10,000 for the 2019-2020 school year.

At the Board meeting of May 6, 2020, the Board of Trustees ratified Amendment #1 to include the COVID-19 Educational Institution Rates at no additional cost.

Amendment #2, in the amount of \$73,000.00, is required due to the need for additional nurse coverage pending OSD nurse returning from extended leave, for a new total agreement amount of \$83,000.00.

MAXIM HEALTHCARE SERVICES:

By: _____
Brandon McGee, Asst. Controller

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



**ATTACHMENT A
 COVID-19 EDUCATIONAL INSTITUTION RATE ADDENDUM
OXNARD SCHOOL DISTRICT**

COVID-19 Rates. Both Parties agree that this Addendum applies to the COVID-19 (Coronavirus Disease 2019) outbreak and will follow current Center for Disease Control (CDC) and applicable state guidelines, including, but not limited to closings and/or delays of EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to EDUCATIONAL INSTITUTION, as well as recruiting challenges for identifying Personnel willing and able to remain on assignment while Agreement Services are not being provided due to EDUCATIONAL INSTITUTION closings and/or delays. Therefore, both Parties agree that EDUCATIONAL INSTITUTION will be charged despite Services not being rendered and EDUCATIONAL INSTITUTION being closed and/or delayed. Charges will be based on the following hourly rate schedule effective March 9, 2020:

Personnel	Hourly Rate
PARAEDUCATOR	\$32.00
BEHAVIORAL TECH	\$48.00
LVN	\$45.00
CRED RN	\$71.00
BCBA	\$100.00

Disclaimer. MAXIM and MAXIM Personnel will not be providing and/or responsible for clinical judgement for these Services.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
 INC.:

 Signature
**Dr. Anabolena DeGenna, Asst. Supt.,
 Educational Services**

 Printed Name & Title

 Signature

 Printed Name & Title

 Date

 Date



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 21st day of August, 2019, by and between **Oxnard School District** located at 1051 South A St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services Inc. D/B/A Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr. #660 Oxnard, CA 93036 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 and employs licensed health care personnel to provide healthcare 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 for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. 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. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides 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 request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. 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. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor 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 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 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 (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided 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. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in 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 twenty-five (25%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 25%).
- Section 3.7 Per Diem or Short Term Staff 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'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 individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM 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 shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 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.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A St.
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.
- 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 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** 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 6.2 Assignment.** 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 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, 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. 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 which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 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.
- Section 6.5 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 St.
Oxnard, CA 93030
ATTN: Accounts Payable

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
500 Esplanade Dr.#660
Oxnard , CA 93036
ATTN: **Matt Amerault**

- Section 6.6 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 6.7 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 6.9.
- Section 6.8 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 MAXIM 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 6.9 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 6.10 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 6.11 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 6.12 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.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 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 an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 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 his/her 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 his duties for or on behalf of the other party, any secret or 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.
- B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.
- C. Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer 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, 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").
- D.** The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 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.

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") is 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.

Notwithstanding the foregoing, MAXIM and all staff 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 their personnel, including without limitation HIPAA, FERPA, and HITECH.

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:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

8-28-19
Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Jessa Lamba
Signature

Jessa Lamba, Reg. Controller
Printed Name & Title

9/5/19
Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective August 21 2019:

Service	Rate
Para Educator	\$32.00
Specialty Para Educator	\$35.00
LVN	\$45.00
RN	\$65.00
Credentialed RN	\$75.00- \$80.00
OT/ PT	\$75.00- \$85.00
SLP	\$80.00- \$90.00
Psychologist	\$85.00- \$95.00
Special Education Teacher	\$70.00

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$0 per mile.

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.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
 Signature

Lisa A. Franz, Director, Purchasing
 Printed Name & Title

8-28-19
 Date

Maxim healthcare Services Inc D/B/A Maxim Staffing Solutions.:

Jessa Lombardo
 Signature

Jessa Lombardo, Reg. Controller
 Printed Name & Title

9/5/19
 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 20, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-185 - Casa Pacifica, NPS
(DeGenna/Madden)**

At the Board Meeting of February 5, 2020, the Board of Trustees ratified Agreement #19-185 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student TV102807, for the 2019-2020 school year, including Extended School year, in the amount of \$30,886.00.

Amendment # 1, in the amount of \$13,084.50, is required to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, for a new total Agreement of \$43,970.50.

FISCAL IMPACT:

\$13,084.50 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-185 with Casa Pacifica, NPS.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-185, Casa Pacifica NPS](#)

**Amendment #1 to Agreement #19-185 with
Casa Pacifica, NPS
May 20, 2020**

At the Board Meeting of February 5, 2020, the Board of Trustees ratified Agreement #19-185 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student TV102807, for the 2019-2020 school year, including Extended School year, in the amount of \$30,886.00.

Amendment # 1, in the amount of \$13,084.50, is required to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, for a new total Agreement of \$43,970.50.

CASA PACIFICA, NPS SCHOOL:

By: _____
Carlye Garcia, Contracts Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-185

THIS AGREEMENT, made and entered into this 5th day of February 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: TV102807

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 126 days; this includes 20 days of extended school year through July 12, 2020, speech and language services at an hourly rate of \$128.00 for 8 hours/year, and round trip transportation services at a daily rate of \$52.00 for 126 days; services not to exceed **\$30,886.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-185

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All costs for this service, including intake, testing, tuition, and elective not to exceed **\$30,886.00** for **Student: TV102807**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-185

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

2-11-2020
Date

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

1/30/2020
Date

Carlye Garcia
Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 20, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-205 - Casa Pacifica, NPS
(DeGenna/Madden)**

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-205 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student JM032007, for the 2019-2020 school year, including Extended School year, in the amount of \$25,833.00.

Amendment #1, in the amount of \$36,517.32, is required to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, as well as speech and language services, for a new total agreement amount of \$62,350.32.

FISCAL IMPACT:

\$36,517.32 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-205 with Casa Pacifica, NPS.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-205, Casa Pacifica, NPS \(4 Pages\)](#)

**Amendment #1 to Agreement #19-205 with
Casa Pacifica, NPS
May 20, 2020**

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-205 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student JM032007, for the 2019-2020 school year, including Extended School year, in the amount of \$25,833.00.

Amendment # 1, in the amount of \$36,517.32, is required to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, as well as speech and language services, for a new total agreement amount of \$62,350.32.

CASA PACIFICA, NPS SCHOOL:

By: _____
Carlye Garcia, Contracts Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-205

THIS AGREEMENT, made and entered into this 1st day of April 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: JCM032007

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 109 days; and a \$52 daily rate for round trip transportation for 109 days; this includes 20 days of extended school year through July 10, 2020; total services not to exceed **\$25,833.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-205

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$25,833.00** for **Student: JCM032007**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



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

AGREEMENT #19-205
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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 20, 2020

Agenda Section: Section D: Action Items

Approval of Resolution #19-37 Grading During Emergency School Closures (DeGenna)

Local educational agencies (LEAs) have the authority to determine a system for how grades will be assigned, and teachers have authority to assign individual grades within the system established by the LEA. Such authority provides the local control necessary to allow the flexibility to adjust grading practices during this time of emergency. The California Department of Education (CDE) has provided a non-exhaustive list of options for assigning final grades for courses interrupted by COVID-19 and the resulting school closures.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Resolution #19-37 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution 19-37 Grading During Emergencies School Closures](#)



**Oxnard School District
Resolution #19-37 on Grading
During Emergency School Closures**

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, on March 19, 2020, the Governor of California issued an executive order directing all individuals living in the State of California to stay home or at their place of residence, with limited exception, until further notice; and

WHEREAS, on March 13, 2020 the Oxnard School District closed schools to protect students and staff against the spread of COVID-19; and

WHEREAS, due to safety concerns and the need for ongoing social distancing, the State Superintendent of Public Instruction stated it appears students will not return to school campuses before the end of the 2019-2020 school year; and

WHEREAS, it is necessary to ensure the continuation of public education, to the greatest extent possible, while maintaining the health and safety of the students and staff and

WHEREAS, the Board is committed to continued teaching and learning, including assessment and evaluation of work, through alternative means during this prolonged period of school closure; and

WHEREAS, it is imperative that the Superintendent have the tools to ensure the health, safety, and well-being of students, staff, and families on and off campuses, and to ensure the educational needs of all students are addressed through alternate locations or virtual learning environments;

NOW, THEREFORE BE IT RESOLVED, that during this time of school closures, and until further notice:

1. Teachers shall continue to provide instruction, assignments, and assessments using distance learning tools and resources.
2. The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for attendance during instruction and the assignment of homework through distance learning and alternative means.
3. Pursuant to Education Code 48205 and Board Policy 6154 - Homework/Makeup Work, students shall be given full credit for makeup work satisfactorily completed within a reasonable period of time and shall not be penalized for absences during school closures.
4. Students shall be held harmless for their spring 2020 grades and the transition to distance learning.

5. Board Policy and Administrative Regulation 5121 - Grades/Evaluation of Student Achievement shall be temporarily suspended during the period of school closure.
6. Grades shall be calculated in a manner that reflects student achievement and learning and supports the preservation of the progress students made prior to school closure. Final grades shall be determined using all assigned work through the end of the trimester/semester.
7. In grades TK-5, Teachers shall assign final grades based on students' third trimester grades or students' grades when the school shutdown occurred, with opportunities to increase the final grade.
8. In grades 6-8, Students shall not be required to submit graded work for the remainder of the school year and shall receive a credit/no credit for all courses.
9. Students shall be given an opportunity to demonstrate understanding of applicable course content through assessments, projects, portfolios, or other means appropriate to the course content.

THEREFORE, BE IT FURTHER RESOLVED by the Board of Trustees of the Oxnard School District, due to COVID 19 the District will adjust grading practices during the School Closure and State of Emergency until further notice:

Adopted this 20th day of May 2020.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees