

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 6, 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: 999 7295 5809

***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 Statements

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. Resolution #19-33 "National School Nurse Day." May 6, 2020 (DeGenna/Ridge)

Recognition of May 6, 2020 as "National School Nurse Day" as proclaimed by the National Association of School Nurses.

A.6. Adoption of Resolution #19-35 in Recognition of "Teacher Appreciation Week 2020" (Aguilera-Fort)

The Board of Trustees will adopt Resolution #19-35 "Teacher Appreciation Week 2020", recognizing May 3-9, 2020 as Teacher Appreciation Week 2020.

A.7. Living Wage Report (Penanhoat)

The administration will provide a report regarding Living Wage.

A.8. Department Reports on Activities Related to COVID-19 (Aguilera-Fort)

The Administration will present a report on the district's activities in response to the COVID-19 pandemic.

A.9. 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.

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

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.10. 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: 1 case

Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Recommendation for Expungement of Expulsion Records:
 - Case No. 18-13 (Action Item)
3. 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
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release/Appointment

A.11. Reconvene to Open Session (7:00 PM)

A.12. Report Out of Closed Session

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

Section B: PUBLIC COMMENT/HEARINGS

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

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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:

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

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. 2019-2020 3rd Quarter Williams VCOE Activity Report (Vaca/Magaña)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2019-2020 3rd Quarter Williams VCOE Activity Report, as presented.

C.3. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, increase, and reduction of the positions as presented. Cost for Campus Assistant: \$3,939 Site funds; savings for Child Nutrition Workers: \$80,381 Child Nutrition Services funds; cost for Campus Assistant: \$10,868 Site funds; savings for Campus Assistant: \$7,879 General funds.

C.4. Approval of Resolution #19-32 to Close Special Reserve-iPad Insurance Fund (Fund 170) (Penanhoat/Crandall Plasencia)

The Special Reserve-iPad Insurance Fund (Fund 170) was established to account separately for the District’s

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self-insured iPad Insurance revenue and expenditures. The District has now transitioned to a third-party insurance provider for its iPad Insurance program. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #19-32 to close the Oxnard School District Special Reserve-iPad Insurance Fund (Fund 170) and transfer the Fund Balance of \$129,701.77 to the General Fund (Fund 010).

C.5. Acceptance of Gifts (Dr. Aguilera-Fort)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2020. Several individual classroom libraries also received a special book that that was read to students on that day. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Amendment #1 to Agreement #19-08 - Terra Firma Enterprises (Vaca/Magana)

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager, that the Board of Trustees approve Amendment #1 to Agreement #19-08 with Terra Firma Enterprises. The amount not to exceed \$4,985.00 out of the Safety Credits fund.

C.7. Consideration of Employment Agreement: Assistant Superintendent, Business and Fiscal Services – Betsy George (Aguilera-Fort)

The employment agreement for Betsy George as Assistant Superintendent, Business and Fiscal Services is presented for the Board's consideration. It is the recommendation of the Superintendent that the Board of Trustees approve the employment agreement as presented.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.8. Ratification of Amendment #008 to Agreement #12-231 with SVA Architects to provide additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #008 to Agreement 12-231 for additional Architectural Services for the Lemonwood ECDC Project for a cost of Seventeen Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$17,825.00) to be allocated from the existing approved project budget funded from the Master Construct & Implementation Program. This Amendment will not increase the Project's overall budget.

C.9. Ratification of Amendment #2 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational

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Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-05 with Maxim Healthcare Services Inc. Amendment # 2, in the amount of \$745,670.00, is required to increase Special Education funding through the end of the agreement term, for a total agreement amount of \$1,045,670.00. Amount not to exceed \$745,670.00, to be paid with Special Education funds.

C.10. Ratification of Amendment #1 to Agreement #19-33, Haynes Education Center (DeGenna/Madden)

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-33 with Haynes Education Center, in the amount of \$140,000.00, to provide support services for the Special Education Services Department during the 2019-2020 academic school year. It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-33 with Haynes Education Center. The amount of \$45,000.00 paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #19-98, Maxim Healthcare Services Inc. (DeGenna/Ridge)

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-98 with Maxim Healthcare Services, in the amount of \$10,000.00, to provide supplemental staffing services to the Pupil Services Department during the 2019-2020 fiscal year. It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-98 with Maxim Healthcare Services Inc. at no additional cost.

C.12. Ratification of Agreement #19-152 - Ventura County Office of Education (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 Agreement #19-152 with Ventura County Office of Education, amount not to exceed \$67,353.00, to be paid with Special Education Funds.

C.13. Ratification of Amendment #1 to Agreement #19-80 – STAR of CA, ERA ED (DeGenna/Madden)

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-80, in the amount of \$800,000.00, with Star of Ca, ERA ED, to provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified Special Education and General Education students during the 2019-2020 school year. Amendment # 1 is required to add evaluation services through the end of the original agreement term, at no additional cost. It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-80 between Oxnard School District and STAR of CA, ERA ED.

Section D: ACTION ITEMS

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

D.1. Approval of NGSS Science Curriculum (DeGenna/Batista)

The Board of Trustees will take action on the selection and purchase of NGSS Science materials for grades 6th – 8th (McGraw Hill Inspire Science). The 2019-20 school year was dedicated to the piloting of materials for the NGSS Science 6th-8th adoption. It is the recommendation of the Assistant Superintendent Educational Services and the Director of English Learner Services and Science that the Board of Trustees approve the selection and purchase of NGSS Science materials with McGraw Hill Inspire Science. The total amount of \$962,216.38 to be paid out of

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Textbook funds

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.2. Differential Pay For Certificated Management, Salary Deductions Due to Absence From Duties; Exhaustion of Available Sick Leave (Vaca)

Administration is requesting the Board's authorization to add language into the Certificated Managers' salary schedule, stating that Certificated Managers shall receive no less than 50% of their pay when their position is covered by a retired administrator being compensated at a higher rate of pay than the employee's. It is recommended that the Board of Trustees adopt the proposed differential pay for certificated management, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.3. Consideration and Approval of Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be Held on November 3, 2020 (Aguilera-Fort)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the second Friday in December 2020. The County Superintendent of Schools has adopted Resolution #20-01, which consolidates OSD's Governing Board Member Election with all other elections held in the district on November 3, 2020. It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 3, 2020.

Public Comment:

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

Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

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

D.4. Approval of Revised Hiring Practice (Aguilera-Fort)

It is the recommendation of the Superintendent that beginning July 1, 2020 the District begin hiring and placement of employees starting only at Step B salary of \$14.40 in order to comply with the principle of Living Wage.

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

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

E.1. Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- January 15, 2020, Regular Board Meeting
- January 29, 2020, Special Board Meeting
- February 5, 2020, Regular Board Meeting
- February 19, 2020, Regular Board Meeting
- March 4, 2020, Regular Board Meeting
- March 27, 2020, Special Board Meeting
- April 1, 2020, Regular Board Meeting

Section F: BOARD POLICIES

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

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

F.1. Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

Section G: CONCLUSION

G.1. Adjournment

Moved:

Seconded:

Vote:

Time Adjourned: _____

ROLL CALL:

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

Karling Aguilera-Fort, Ed.D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Service Center, 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, May 1, 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 6, 2020

Agenda Section: Section A: Preliminary

Resolution #19-33 “National School Nurse Day.” May 6, 2020 (DeGenna/Ridge). It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services, that the Board of Trustees approve the Resolution #19-33 as presented.

Recognition of May 6, 2020 as “National School Nurses Day” as proclaimed by the National Association of School Nurses.

School Nurses are a critical member of our support staff; they are responsible for providing vital links, public and private resources and programs. Our nurses collaborate with Special Education staff, teachers, administrators and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education; providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services, that the Board of Trustees approve the Resolution #19-33 as outlined above.

ADDITIONAL MATERIALS:

Attached: [#19-33 Resolution- National School Nurse Day May 6th 2020](#)



**RESOLUTION NO. 19-33
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

National School Nurse Day 2020
Supporting Students in Times of Crisis

WHEREAS, students are the future and, by investing in them today, we are ensuring our world for tomorrow; and

WHEREAS, families deserve to feel confident that their children will be cared for at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, students today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, the COVID-19 pandemic has emphasized the essential role school nurses play in student health and academic success; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact student's health; and

WHEREAS, school nurses act as a liaison to the school community, families, and health care providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore

BE IT FURTHER RESOLVED that the Board of Trustees and Oxnard community celebrates and acknowledges the accomplishments of the School Nurses and their efforts of meeting the needs of today's students by improving the delivery of health care in our schools and offers gratitude for our school nurses, who contribute to our local communities by helping students stay healthy, in school, and ready to learn, and keeping parents and guardians at work throughout the school year.

Adopted this 6th 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 6, 2020

Agenda Section: Section A: Preliminary

**Adoption of Resolution #19-35 in Recognition of “Teacher Appreciation Week 2020”
(Aguilera-Fort)**

The Board of Trustees will adopt Resolution #19-35 “Teacher Appreciation Week 2020”, recognizing May 3-9, 2020 as Teacher Appreciation Week 2020.

FISCAL IMPACT:

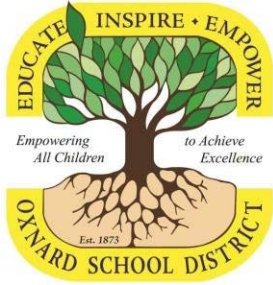
N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #19-35 as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-35 \(1 page\)](#)



OXNARD SCHOOL DISTRICT

Resolution # 19-35

Teacher Appreciation Week 2020 ***May 3-9, 2020***

WHEREAS, the Board of Trustees have the utmost respect and admiration for our teachers who are dedicating their lives and talents to the education of our children, who are Oxnard's most precious and valuable resource; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge, and new possibilities. They keep American democracy alive by laying the foundation for good citizenship; and

WHEREAS, teachers, in partnership with parents, instill sound values and good character in our nation's young people; and

WHEREAS, teachers fill many roles, as listeners, explorers, role models, motivators and mentors; and

WHEREAS, teachers strive for excellence in each classroom and school; and reach out to every child, regardless of ability, class, color, or creed; and

WHEREAS, the guidance, support and inspiration that teachers provide to students are invaluable and contribute tremendously to the well-being of our nation.

THEREFORE, BE IT RESOLVED, that the Oxnard School District hereby recognizes and honors the contributions of teachers in the Oxnard School District to quality education and declares the week of May 3-9, 2020 be observed as "***Teacher Appreciation Week 2020***" in the Oxnard School District.

BE IT FURTHER RESOLVED that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 6th 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: Janet Penanhoat

Date of Meeting: May 6, 2020

Agenda Section: Section A: Report

Living Wage Report (Penanhoat)

The administration will provide a report regarding Living Wage.

FISCAL IMPACT:

None.

RECOMMENDATION:

None – Information only.

ADDITIONAL MATERIALS:

Attached: [Presentation - Living Wage Board Report \(11 pages\)](#)



LIVING WAGE REPORT

MAY 6, 2020
BOARD MEETING

Presented by
Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services

WHAT IS A LIVING WAGE?

What is a Living Wage?

- The living wage is an alternative measure of basic needs
 - Market-based approach drawing on geographical expenditure data
- A Living Wage is typically established and used to help governmental agencies' full-time working residents reach their economic goals
- The Living Wage is normally administered by the issuing entity's procurement office and is charged with ensuring that centralized contracts meet the Living Wage requirements
 - The Living Wage would ensure that contracts with other entities are paying their employees a living wage
 - Living Wage exemptions include contracts between other government entities and small business employers

HISTORY OF LIVING WAGE IN OXNARD SCHOOL DISTRICT

- A Living Wage Resolution was first brought forth by the OSD Board of Trustees in November, 2014.
- Resolution #17-27 was unanimously adopted by the Board on March 7, 2018 and specified the following:
 - Effective March 8, 2018, a “living wage” will be established in the Oxnard School District that is equal to a minimum of \$13.39 per hour;
 - An employee of the district eligible for the minimum “living wage” level shall be defined as a full-time or part-time employee, regardless of the number of hours per week worked. Those that would be considered ineligible for this benefit would include: student workers, substitutes, interns, consultants, contract labor, or volunteers;

HISTORY OF LIVING WAGE IN OXNARD SCHOOL DISTRICT (CONT.)

- This practice will be reviewed annually by the Board of Trustees;
- The district, through the appropriate collective bargaining sessions and procedures and consistent with the state law shall, within no more than one year, negotiate and implement collective bargaining agreements that provide for a living wage for all district employees as defined herein;
- This resolution shall not be interpreted in such a way as to call for any decreases in district employee wages.

OXNARD SCHOOL DISTRICT CURRENT EMPLOYEES

- Substitute employee classifications are not affected by the resolution, however, minimum wage rules apply. Current minimum wage is \$13.00 per hour.
- Currently, the lowest paid rate on the district's salary schedule is Range 11.5 at \$13.71 to \$16.68 per hour.

VENTURA COUNTY LIVING WAGE

❖ The current living wage rate for Ventura County is \$14.80 per hour.

	1 ADULT				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Living Wage	\$14.80	\$31.49	\$37.70	\$49.11	\$23.12	\$29.40	\$32.15	\$38.88	\$11.56	\$17.21	\$20.29	\$25.37
Poverty Wage	\$6.00	\$8.13	\$10.25	\$12.38	\$8.13	\$10.25	\$12.38	\$14.50	\$4.06	\$5.13	\$6.19	\$7.25
Minimum Wage	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

source: <https://livingwage.mit.edu/counties/06111>

BOARD CONSIDERATIONS

- The Resolution binds the district to Collective Bargaining and requires the district to meet the Living Wage levels
- Currently the district has six (6) employees paid at Step A of Range 11.5 = \$13.71 per hour
- After probationary period, those employees move to Step B of Range 11.5 = \$14.40 per hour
- 83% of employees at Range 11.5 are paid at \$15.11 per hour or higher
- To maintain alignment of the current classified salary schedule and to accommodate the Ventura County Living Wage, an 8% salary increase to all positions would be required
- There would be additional costs to the district as PERS is on a percentage basis. PERS rates for 2019-20 FY were 19.721% and will increase to 22.68% in 2020/2021 FY.
- All positions of four hours or higher are required to be enrolled in PERS. PERS rates are projected to continue to rise, thereby increasing employer costs

SALARY SCHEDULE INCREASES

Bargaining Unit Members at Range 11.5, Step A..... \$13.71/hour
 Total Bargaining Unit Member FTE's at Range 11.5..... 84.09 (121,090 hours)
 2019/20 Total Bargaining Unit Compensation for Range 11.5... \$2,387,920

	Adjusted Hourly Rate	Increase to Total Compensation for Range 11.5
Increase 1%	\$ 13.85	\$ 23,879
Increase 8% (Ventura County Living Wage)	\$ 14.80	\$ 191,034

Total Compensation includes all statutory benefits

STAFF RECOMMENDATION

- At this time, due to budget constraints, staff recommends taking a pause on this resolution for the following reasons:
 - Added stress to an already difficult budget time
 - Certificated RIF of 68 positions
 - Classified RIF of 68 positions
 - Bound by resolution to increase salary costs

NEXT STEPS

- The administration seeks the Board's direction for one of the following actions:
 - Staff presents a resolution to update the Living Wage; **OR**
 - The Board recognizes the importance of the Living Wage, but action at this time is delayed.
- Living wage information will continue to be presented to the Board annually.

QUESTIONS?



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section A: Report

Department Reports on Activities Related to COVID-19 (Aguilera-Fort)

The Administration will present a report on the district's activities in response to the COVID-19 pandemic.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - 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 Board Meetings

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

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

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **OSD_BoardMeetings@oxnardsd.org**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/309102020), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

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

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

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



OXNARD SCHOOL DISTRICT

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

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

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

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 6, 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 \(two pages\)](#)

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.

Retirement

DeMares, Diane	Teacher	June 30, 2020
Uchiyama, Susan	Teacher	June 30, 2020

Promotion

Garcia, Lydia	Senior Executive Assistant to the Superintendent, Position #9892 Superintendent's Office 8.0 hrs./246 days Executive Assist. to the Assistant Superintendent, Business Services, Pos #466 Business Services 8.0 hrs./246 days	04/20/2020
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**Return from Leave
of Absence**

Barajas, Jessica	Office Assistant II, Position #1818 Ramona 6.0 hrs./203 days	03/18/2020
Benesh, Nia	Campus Assistant, Position #3061 Kamala 5.0 hrs./180 days	02/24/2020

Medical Layoff

5880	Child Nutrition Worker	03/25/2020
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Released during Probation

10825	Child Nutrition Worker, Position #567	03/13/2020
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 6, 2020

Agenda Section: Section C: Consent Agenda

2019-2020 3rd Quarter Williams VCOE Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 3rd quarter of fiscal year 2019-2020.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2019-2020 3rd Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIALS:

Attached: [Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE \(One Page\)](#)
[2019-2020 3rd Quarter Williams VCOE Activity Report \(One Page\)](#)



STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

Date: April 14, 2020
To: District Superintendents
From: Paula R. Driscoll, Executive Director
School Business and Advisory Services
Subject: 2019-20 3rd Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 3rd quarter of fiscal year 2019-20. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are finishing our reviews of the annual audits for fiscal year 2018-19 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2020.

If you have any questions or comments about the Williams Settlements or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, County Superintendent
Misty Key, VCOE Associate Superintendent
✓ District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 3rd Quarter
Fiscal Year 2019-20

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks and/or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2019-20 school year, County Office of Education inspectors visited all “Williams” schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1st Quarter Williams Activity Report published in October 2019. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school’s school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2020.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 6, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Establish

a one hour 180 day Campus Assistant position number 9872 to be established at Curren school. This position will be established to provide additional support.

Abolish

a three hour 185 day Child Nutrition Worker position number 7291 to be abolished in the Child Nutrition Services department. This position will be abolished due to the lack of work.

a five hour 185 day Child Nutrition Worker position number 2839 to be abolished in the Child Nutrition Services department. This position will be abolished due to the lack of work.

a five hour 185 day Child Nutrition Worker position number 2425 to be abolished in the Child Nutrition Services department. This position will be abolished due to the lack of work.

a five hour 185 day Child Nutrition Worker position number 567 to be abolished in the Child Nutrition Services department. This position will be abolished due to the lack of work.

Increase

a three hour 180 day Campus Assistant position number 6662 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

Reduce

a three hour 180 day Campus Assistant position number 3095 to be reduced to one hour at Curren school. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Cost for Campus Assistant: \$3,939 Site funds

Savings for Child Nutrition Workers: \$80,381 Child Nutrition Services funds

Cost for Campus Assistant: \$10,868 Site funds

Savings for Campus Assistant: \$7,879 General funds

RECOMMENDATION:

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

presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 6, 2020

Agenda Section: Section C: Consent Agenda

Approval of Resolution #19-32 to Close Special Reserve-iPad Insurance Fund (Fund 170) (Penanhoat/Crandall Plasencia)

The Special Reserve-iPad Insurance Fund (Fund 170) was established to account separately for the District's self-insured iPad Insurance revenue and expenditures. The District has now transitioned to a third-party insurance provider for its iPad Insurance program. There remains a fund balance of \$129,701.77 in the Special Reserve-iPad Insurance Fund (Fund 170), which may be transferred to the General Fund (Fund 010), upon closure of Fund 170.

The Board's approval of Resolution #19-32 is requested to close the Special Reserve-iPad Insurance Fund (Fund 170).

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #19-32 to close the Oxnard School District Special Reserve-iPad Insurance Fund (Fund 170) and transfer the Fund Balance of \$129,701.77 to the General Fund (Fund 010).

ADDITIONAL MATERIALS:

Attached: [Resolution #19-32 \(2 pages\)](#)

RESOLUTION #19-32

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO CLOSE SPECIAL RESERVE-IPAD INSURANCE FUND (FUND 170)

WHEREAS, the Oxnard School District Special Reserve-iPad Insurance Fund (Fund 170) was established for the purpose of managing iPad Insurance (self-insurance) proceeds and expenditures; and

WHEREAS, the District has now transitioned to a third party insurance provider for its iPad Insurance program; and

WHEREAS, it is therefore appropriate to close the Special Reserve-iPad Insurance Fund (Fund 170), and transfer the Fund Balance of \$129,701.77 to the General Fund (Fund 010);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to close the Oxnard School District Special Reserve-iPad Insurance Fund (Fund 170), and transfer the Fund Balance of \$129,701.77 to the General Fund (Fund 010).

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 6th day of May, 2020.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #19-32 adopted at a regular meeting place thereof on the 6th day of May, 2020, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 6, 2020

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Dr. Aguilera-Fort)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2020. Several individual classroom libraries also received a special book that that was read to students on that day. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. The teachers of the Oxnard School District were delighted to spend approximately \$1,200 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

- Attached:** [Donation Letter - OEA \(1 page\)](#)
[Donation Letter - Marina West School \(1 page\)](#)
[Donation Letter - Sierra Linda School \(1 page\)](#)

OEA

Oxnard Educators Association

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

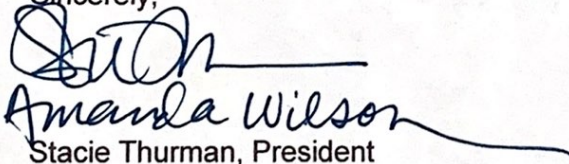
March 2, 2020

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

Dear Dr. Aguilera Fort,

During the week of March 2, 2020, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2020. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,200 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,



Stacie Thurman, President
Amanda Wilson, Vice President
Oxnard Educators Association



Marina West Elementary School

2501 Carob Street, Oxnard CA 93035

(805) 385-1554 Fax: (805) 984-549

Principal: Mr. Jorge Mares



Memo

Date: March 10, 2020

To: Dr. Aguilera-Fort, Superintendent

From: Jorge Mares
Principal, Marina West

Re: Donation

In honor of Dr. Seuss' Birthday and our Read Across America Event, the Oxnard Educators Association (OEA) has graciously donated books to the Marina West Library. This has become a tradition for the OEA during our Read Across America and we are extremely grateful for their donation. Their donation will contribute to both our non-fiction and fiction collections in our school library. I respectfully request that the Board of Trustees be notified of this donation.

Thank you,

Jorge Mares



Sierra Linda School
2201 Jasmine Avenue, Oxnard CA 93036
(805) 385-1581 Fax: (805) 485-5796
Non-Profit Tax ID #95-6002318



March 11, 2020

Stacie Thurman, OEA President
Amanda Wilson, OEA Vice President
Oxnard Educators Association
2775 North Ventura Road, #108
Oxnard, CA 93036

RE: Book Donation

Ms. Thurman and Ms. Wilson:

On behalf of Sierra Linda School, I would like to thank OEA for the donation of the books *Captain Underpants and the Terrifying Return of Tippy Tinkle Trousers* by Dav Pilkey and *I Am Love – A Book of Compassion* by Susan Verde. I am certain that both our librarian Ms. Harper and our students will be excited to see these new additions to our library book collection. Your generosity is greatly appreciated!

Respectfully,

Carmen Serrano
Principal
Sierra Linda School

Cc: OSD Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 6, 2020

Agenda Section: Section C: Support Services Agreement

**Approval of Amendment #2 to Agreement #19-08 - Terra Firma Enterprises
(Vaca/Magana)**

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. Terra Firma will provide technical assistance to the Oxnard School District to assist in the design, development, and implementation of an assembly drill for the District Office, a 3-4 hour functional exercise for the District Office, and a 2-3 hour school site reunification exercise for 10 sites, during the 2019-2020 fiscal year.

Amendment #1, in the amount of \$4,985.00, will add a 4-hour training for the Incident Management Team on how to support and respond to a school site emergency incident. Training will focus on integrating into the emergency response organization and communication. Terra Firma Enterprises will also implement a 3.5 hour training for Principals and Assistant Principals to assist them through the initial response phase of a disaster, for a new total agreement amount of \$41,985.00.

Amendment #2 extends the agreement through the 2020-2021 fiscal year, due to COVID-19, and has no additional fiscal impact.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager, that the Board of Trustees approve Amendment #2 to Agreement #19-08 with Terra Firma Enterprises.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-08, Terra Firma Enterprises \(17 Pages\)](#)

**Amendment #2 to Agreement #19-08
With Terra Firma Enterprises
May 6, 2020**

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. Terra Firma will provide technical assistance to the Oxnard School District to assist in the design, development, and implementation of an assembly drill for the District Office, a 3-4 hour functional exercise for the District Office, and a 2-3 hour school site reunification exercise for 10 sites, during the 2019-2020 fiscal year.

Amendment #1, in the amount of \$4,985.00, will add a 4-hour training for the Incident Management Team on how to support and respond to a school site emergency incident. Training will focus on integrating into the emergency response organization and communication. Terra Firma Enterprises will also implement a 3.5 hour training for Principals and Assistant Principals to assist them through the initial response phase of a disaster, for a new total agreement amount of \$41,985.00.

Amendment #2 extends the agreement through the 2020-2021 fiscal year, due to COVID-19, and has no additional fiscal impact.

Terra Firma Enterprises:

By: _____
Wendy H. Milligan

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #1 to Agreement #19-08
With Terra Firma Enterprises
March 4, 2020**

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. Terra Firma will provide technical assistance to the Oxnard School District to assist in the design, development, and implementation of an assembly drill for the District Office, a 3-4 hour functional exercise for the District Office, and a 2-3 hour school site reunification exercise for 10 sites, during the 2019-2020 fiscal year.

Amendment #1, in the amount of \$4,985.00, will add a 4-hour training for the Incident Management Team on how to support and respond to a school site emergency incident. Training will focus on integrating into the emergency response organization and communication. Terra Firma Enterprises will also implement a 3.5 hour training for Principals and Assistant Principals to assist them through the initial response phase of a disaster, for a new total agreement amount of \$41,985.00.

Terra Firma Enterprises:

By: 
Wendy H. Milligan

Date: 2-24-20

Oxnard School District:

By: 
Lisa A. Franz, Director, Purchasing

Date: 3-5-2020

OXNARD SCHOOL DISTRICT

Agreement #19-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 15th day of May 2019 by and between the Oxnard School District ("District") and Terra Firma Enterprises ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2019** through **June 30, 2020** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WJW (Initials)

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

WJW (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

WMA (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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

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

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

26. **Administration.** NORMA MAGANA shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

5-17-19
Date

Tax Identification Number: 95-6002318

TERRA FIRMA ENTERPRISES:

[Signature]
Signature

WENDY MILLIGAN, President
Typed Name/Title

5/1/19
Date

Tax Identification Number: 555-13-0976

Not Project Related

Project #19-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #19-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$37,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-08

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

CONFLICT OF INTEREST CHECK

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

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

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

Date: 5-17-19

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



Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
805-642-5232

OXNARD SCHOOL DISTRICT
EMERGENCY MANAGEMENT SERVICES
TECHNICAL PROPOSAL
April 12, 2019

SCOPE OF WORK –

- **ASSEMBLY DRILL FOR DISTRICT OFFICE – (To be implemented in the Summer of 2019)**
Terra Firma Enterprises (TFE) will design, develop and implement an assembly drill for the District Office to emphasize evacuating to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. Drill will be approximately 1 – 1.5 hours. This will be a walk-through of the process rather than actually performing Disaster Medical, Search and Rescue and Building and Safety tasks.
- **EXERCISE FOR DISTRICT OFFICE – (To be implemented October 29, 2019)**
TFE will design, develop and implement a 3-4 functional exercise for OSD to evaluate and assess the District Office's coordination and communication capabilities during an event at the District Office that would require field command teams as well as an EOC team. This exercise will focus on the need for a strong field command team as well as staffing an EOC to support school sites and lead the recovery effort for the District. The field command team will focus on disaster medical, search and rescue and building and safety tasks at the District Office, while the EOC team will focus on issues related to continuity of operations for the District.
- **SCHOOL SITE REUNIFICATION EXERCISES – (To start in September 2019 and proceed until May of 2020)**
TFE will design, develop and implement a 2-3 hour school site reunification exercise that will be brought to each of the 21 school sites in the District. One exercise will be developed that will be implemented at each of the school sites. **For the first phase of this project, ten schools will be selected.** The remaining schools will be exercised the following school year. The reunification process will be completed at the school site not at an off-campus location. TFE will design and develop all of the exercise materials: scenario, instructions, flyers to go out to parents and will facilitate the exercise with three additional facilitators to offer the school site personnel guidance and evaluate school site performance. After each exercise, TFE will identify strengths and areas of improvement for the schools performance.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS

ASSEMBLY DRILL FOR DISTRICT OFFICE (1-1.5 hours duration)	
Development of Assembly Drill - TFE will design and develop a 1-1.5 hour Assembly Drill that will focus on evacuating District staff to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. The exercise will end once all assembly areas have reported in and the field command leads and EOC teams have been identified. The field teams will be identified but not officially activated.	2,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report– TFE and an additional facilitator will implement the drill and facilitate District actions. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement.	2,000
TOTAL COST FOR ASSEMBLY DRILL	\$4,000

FUNCTIONAL EXERCISE FOR DISTRICT OFFICE (3-4 hours duration)	
Planning Meetings – TFE will participate in planning meetings to work with the Project Manager and other key individuals as appropriate to develop all exercise materials.	500
Research, Data Collection and Scenario Development – Gather and analyze specific scenario information to develop vital exercise information to make the exercise realistic and applicable.	500
Exercise Design, Development and Support - TFE will develop all exercise documentation: Exercise Plan (Ex Plan), Master Scenario Events List (MSEL) and a Controller/Evaluator Handbook. The Ex Plan contains: Information and Instruction Sheet, Agenda and Ground Rules, Exercise Organization Chart, Scenario, Exercise Critique Sheet and reference material appropriate for the scenario. The MSEL will summarize the messages or injects that will be delivered into the District’s EOC via various employees in the field. TFE will also develop the material needed for District staff to practice Search and Rescue, Disaster Medical and Building and Safety procedures during the exercise.	3,000
Functional Exercise - TFE will direct and coordinate staff through the Functional Exercise and after exercise critique. Includes set-up, moulage of 5-6 victims and breakdown time. (Includes three additional facilitators to properly monitor the exercise).	2,500
Written Report - TFE will provide the District with an After Action Report/ Corrective Action Report incorporating critique and comments from participants and facilitators.	500
REDUCED COST DUE TO REUSING BASE MATERIALS USED IN 2019 EXPLOSION EXERCISE.	\$8,000

REUNIFICATION EXERCISE FOR SCHOOL SITES	
Development of Reunification Drill - TFE will design and develop a 3 hour Reunification Drill that will focus on evacuating to assembly area, taking roll call, setting up and implementing the Student/Parent Reunification process for a segment of the school population. TFE will develop all materials needed to implement the Drill: flyers informing parents of the drill, instruction sheets for school staff, and challenges to be introduced into the exercise.	5,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report– TFE and three additional facilitators will implement the school site drill and facilitate school site actions, if needed. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement. Each school site drill will cost \$2,000 to implement.	2,000
TOTAL COST FOR REUNIFICATION EXERCISE AT ONE SCHOOL SITE (Each offering of the Reunification Exercise will cost an additional \$2,000.)	\$7,000
COST TO IMPLEMENT REUNIFICATION EXERCISE AT 10 SCHOOL SITES First Phase will include 10 school sites. Second Phase will include the remaining school sites. (Cost is \$22,000)	\$25,000

SUMMARY OF ALL COSTS	
Assembly Drill for District Office	\$4,000
Functional Exercise for District Office (Revisiting previous explosion scenario)	\$8,000
Reunification Exercise for ten School Sites	\$25,000
TOTAL COSTS FOR ALL PROJECTS (Not to exceed amount)	\$37,000

TIMELINE

TFE and the District’s Project Manager will establish the schedule of performance to meet the District’s goals and objectives for the school year.

The general schedule will need to be flexible to meet the District’s scheduling parameters. Any schedule changes will need to be approved by the District Project Manager.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Atain Specialty Insurance Company and Continental Casualty Company both rated "A" (Excellent) VIII by A.M. Best.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

This quote is valid for 90-days from the date of this proposal.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section C: Personnel Agreement

Consideration of Employment Agreement: Assistant Superintendent, Business and Fiscal Services – Betsy George (Aguilera-Fort)

This board item is for the review and approval of the employment contract for Betsy George as Assistant Superintendent, Business and Fiscal Services.

FISCAL IMPACT:

\$174,331.18 per year for the term of the attached agreement, to be paid out of the General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the employment contract for Betsy George as Assistant Superintendent, Business and Fiscal Services, as presented.

ADDITIONAL MATERIALS:

Attached: [Assistant Superintendent Employment Agreement \(18 pages\)](#)

EMPLOYMENT AGREEMENT
FOR ASSISTANT SUPERINTENDENT,
BUSINESS AND FISCAL SERVICES
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 6th day of May 2020, by and between the Board of Trustees (“Board”) of, and on behalf of, the Oxnard School District (“District”), and Betsy George (“Assistant Superintendent”), and constitutes a bilateral and binding Contract between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs Betsy George as the District’s Assistant Superintendent for a term commencing June 1, 2020 and ending June 30, 2022, subject to the terms and conditions set forth herein.
2. DUTIES AND RESPONSIBILITIES
 - 2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent of Business Services as imposed by the laws of the state of California and as further described in the District’s job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.
 - 2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
 - 2.3 The Assistant Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.
 - 2.4 The Assistant Superintendent shall have a work year consisting of 260 work days inclusive of 25 vacation days plus 15 legal and school holidays.
 - 2.5 The Assistant Superintendent shall also perform such other duties that are consistent with her qualifications as may be assigned to her from time to time by the District Superintendent.

3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent's performance of her duties under this Agreement.

4. **SALARY:**

4.1 The salary of the Assistant Superintendent shall be one hundred seventy-four thousand three hundred thirty-one dollars and eighteen cents (\$174,331.18) per year for the term of this Agreement, payable on the last working day of each calendar month at a rate not to exceed \$14,527.60 per calendar month, commencing July 1, 2020.

4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by July 1st, of each year of this Agreement. The Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.

5. **HEALTH BENEFITS:**

5.1 In addition to the compensation and benefits described in Articles 4 and 7, the Assistant Superintendent shall be provided with group health and welfare benefits currently available to certificated management. Group health and welfare benefit may be amended, changed, or modified by approval or resolution of the Board.

6. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

7. **VACATION:**

- 7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid by June 30th of each year of this Agreement.
 - 7.2 In addition, the Assistant Superintendent is entitled to the same holidays granted to management employees.
 - 7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.
8. **EXPENSES:** In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.
9. **TRANSPORTATION:** The Assistant Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

10. PROFESSIONAL GROWTH

- 10.1 The District encourages the Assistant Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the Superintendent her appraisal of the meetings. All out-of-state travel must be approved by the Board of Trustees.
- 10.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
- 10.3 The Assistant Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
- 10.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.
- 10.5 The District shall pay the Assistant Superintendent's annual dues to two (2) professional organization of the Assistant Superintendent's choice.

11. PROFESSIONAL LIABILITY

- 11.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.
- 11.2 The provisions of Article 11 shall not apply to any action brought against the Assistant Superintendent for a breach of or

dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 13 below.

13. REPORTING AND EVALUATION

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such

14. REPRESENTATION AND WARRANTIES

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

14.2 The Assistant Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.

14.3 The Assistant Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

15. TERMINATION OF EMPLOYMENT

15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual

agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

15.2 Termination for Cause

15.2.1.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:

15.2.1.2 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.

15.2.1.3 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

15.2.1.4 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.

15.2.1.5 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible "for cause" termination under federal or California law.

15.2.1.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

15.3 Termination At Will/ Without Cause

- 15.3.1.1 The District reserves the right to terminate this Agreement “at will,” without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.
- 15.3.2 Each of the parties agree that as a condition precedent to the District’s right to terminate this Agreement “at will” the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months’ salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.
- 15.3.3 The Assistant Superintendent agrees that the liquidated damages described in Article 15.3.2 constitute her sole and exclusive remedy for any “at will” termination of this Agreement by the District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.
- 15.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.2, the Assistant Superintendent shall:
 - 15.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.
 - 15.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.
 - 15.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that section 1542 provides, in part:

“A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor.”

- 15.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent, but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.
 - 15.3.6 The District shall not be required to pay the liquidated damages described in Article 15.3.2 in the event that the Assistant Superintendent exercises her right to unilaterally terminate this Agreement.
 - 15.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Superintendent in writing, her intention to do so.
 - 15.3.8 Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of the Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.
16. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Assistant Superintendent with notification of its intent not to renew the

Agreement in writing and delivered not later than forty-five (45) days prior to the termination date of this Agreement including any and all amendments.

This agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Assistant Superintendent at least forty-five (45) days prior to its expiration.

17. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
18. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
19. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
20. VENUE. If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
21. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
22. COUNTERPARTS. The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
Monica Madrigal Lopez, Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of Business and Fiscal Services of the Oxnard School District.

Date of Acceptance: April 21, 2020



Betsy George

EXHIBIT A



OXNARD SCHOOL DISTRICT
invites applications for the position of:

Assistant Superintendent, Business & Fiscal Services

SALARY: \$174,331.20 - \$174,331.20 Annually

OPENING DATE: 01/17/20

CLOSING DATE: 02/18/20 04:30 PM

DESCRIPTION:

Please refer to the "Employment Standards" section of this bulletin to make sure you meet all requirements before applying. Applications for employment are accepted online only.

For an overview of the Classified Employment Process including information on application screening, testing, health and welfare benefits, and advanced salary step placement, please click here: [Classified Employment Procedure](#).

Please note:

Recruitment is to fill one current 8 hours per day, 12 months per year Senior Management position. Testing will also create an eligibility list to fill any vacancies over the course of one year.

For this recruitment, you must attach proof of your highest obtained education.

This is a Dual Certification Senior Management Recruitment: Candidates who attain a passing score on each examination part will be placed on an unranked eligibility list. Any successful candidate will be eligible for hire. This examination is open to permanent employees and the public.

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY OF DUTIES

Under the direction of the Superintendent, coordinates and supervises the activities of the units responsible for the business and financial affairs of the District including Budget & Finance, Child Nutrition, Facilities, Purchasing/Warehouse/Reprographics, and Transportation; serves as technical expert and adviser to the Superintendent on the District's needs, difficulties, and opportunities related to business, finance, property, and material; directs and coordinates the preparation of the District's annual budget for approval and adoption by the Board of Trustees; oversees short- and long-term planning and evaluation of the business and financial affairs of the District; and performs a variety of other duties relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications which may appear otherwise similar. All classifications are listed in order from highest to lowest.

The Assistant Superintendent, Business & Fiscal Services is a single position executive-level management classification which provides overall leadership and assumes responsibility for all

units under the oversight of the Business & Fiscal Services division including Budget & Finance, Child Nutrition, Facilities, Purchasing/Warehouse/Reprographics, and Transportation.

The Director of Finance is a single position management-level classification responsible for the direct oversight of the Budget & Finance department including accounts payable, accounts receivable, budget control, and payroll functions of the District.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the District Superintendent;
- Provides supervision and work direction to all administrators under the oversight of Business & Fiscal Services and all employees assigned directly to the Business & Fiscal Services office.

EXAMPLES OF DUTIES:

ESSENTIAL DUTIES

- Directs, coordinates, supervises, and ensures the efficiency and effectiveness of the operations of all units under the oversight of the Business & Fiscal Services division, inclusive of Budget & Finance, Child Nutrition, Facilities, Purchasing/Warehouse/Reprographics, and Transportation; ensures compliance with local, state, and federal laws relating to school business operations;
- Directs and coordinates the preparation of the District's annual budget for approval and adoption by the Board of Trustees; compiles, analyzes, and consolidates budget information to ensure appropriate budgetary allocations to accomplish District objectives; ensures appropriate budgetary controls;
- Provides leadership and support to units under the oversight of the Business & Fiscal Services division in order to create a high performance environment that supports the District's goals and objectives; works to resolve issues and conflicts within subordinate departments; develops policies and procedures to encourage effective and efficient management;
- Provides assistance and direction to department and school administrators as needed in the preparation, control, and reporting of department and site budgets;
- Provides technical expertise, information, and assistance to the Superintendent and Board of Trustees regarding assigned functions; assists in the formulation and development of District policies, procedures, and programs; advises the Superintendent in the development of comprehensive short- and long-term planning and evaluation of the business and financial affairs of the District;
- Directs activities as may be required to obtain all financial resources available to the District, including investment of District funds not deposited with County Treasurer;
- Recommends necessary changes in the organization of business and financial operating units and in the policies and procedures affecting them;
- Attends meetings of the Board of Trustees; prepares and presents reports regarding the financial and business administration of the District to the Board of Trustees and at other public forums;
- Provides support to District departments as well as internal and external stakeholders in assessing the financial impact of legislation, ballot measures, negotiations, and related matters; conducts analysis of impending legislation with regard to potential financial, procedural, and related implications on the District's programs and operational needs;
- Anticipates, evaluates, and interprets significant national, state, and local trends and developments regarding business and financial matters and makes appropriate recommendations to the Superintendent and Board of Trustees;
- Represents the District at local, state, and national meetings of organizations concerned with business and financial management; serves on District committees as a resource person regarding business and financial matters;
- Establishes relationships and works cooperatively with various community and government groups, including the County Auditor and Controller, County Treasurer, County Office of Education, state departments of education and finance, taxpayers' associations, the Chamber of Commerce, citizen's advisory committees, bond rating organizations, and other interested public groups in order to improve the business and financial operations of the District;
- Responsible for enrollment projections for staffing purposes, budgeting and long-range planning.
- Serves as a member of the District's negotiating team and negotiates with employee groups in regards to wages, working conditions, and other matters of employment;
- Works with District personnel to project student enrollment, building and facilities, energy,

and capital equipment needs, and other cost items for district and individual school improvement;

- Responds to requests from auditors, grantor organizations, and governmental organizations; represent the District during audits by public auditors;
- Leads efforts to find and acquire land for new school sites as directed by the Board of Trustees; ensures compliance with the California Environmental Quality Act and other applicable laws and regulations;
- Attends and leads management meetings in order to contribute to the development of teamwork and improved service for all students.

Other Related Duties

- May serve as acting Superintendent when so designated in the absence of the Superintendent;
- Performs related duties and responsibilities as required.

EMPLOYMENT STANDARDS:

Education: A Bachelor's degree or equivalent from an accredited college or university with a major in business administration, public administration, finance, accounting, or a closely related field. A Chief Business Official (CBO) certification from the California Association of School Business Officials (CASBO) is highly desirable.

Experience: Seven years of experience in public school district financial management in a school district with an average daily attendance of 3,500 or more. At least three years of the experience must have been in a supervisory or management capacity.

*Alternate variations of equal education/experience may be considered by Personnel Commission staff as acceptable to qualify for participation in the examination process.

Special: Possession of a valid California Driver's License.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

Physical Requirements: Employees in this classification stand, walk, sit, stoop, bend, reach overhead, lift and carry up to 20 pounds without assistance, push, pull, use fingers, wrists, and hands repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

SUPPLEMENTAL INFORMATION: KNOWLEDGE, ABILITIES, AND TRAITS

Knowledge of:

- Current theory, principles, and practice of modern school district business and financial management;
- Principles of program budgeting;
- Principles of personnel administration;
- Attendance accounting laws, rules, and regulations;
- Auditing of K-12 public schools, California School Accounting Manual, and Governmental Accounting Standards (GASB) requirements;
- Budget planning, development, control, and reporting requirements in a public school environment;
- Business administration and collective bargaining laws, rules, and regulations in California;
- Methods, procedures, and planning involved in school district facilities planning and construction projects;
- Food services, maintenance and operations, pupil transportation, and purchasing and warehousing operations;
- Provisions of federal, State and local laws, codes, and regulations including laws and regulations applying to school district financial and business operations;
- Site acquisition and compliance with California Environmental Qualities Act (CEQA) laws and regulations;

- California Standardized Accounting Code System (SACS);
- California Public School Construction Rules and Regulations and Accounting;
- Implementation of developer fees and assessment;
- Negotiation of mitigation agreements with developers.

Ability to:

- Select, supervise, train, direct, motivate, and evaluate staff;
- Plan, direct, make decisions, establish priorities and coordinate a variety of complex technical operations involving efforts of multiple specialized units;
- Analyze situations accurately and adopt an effective course of actions;
- Exercise good and sound judgment;
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities;
- Prepare clear and comprehensive reports;
- Establish and maintain effective working relationships;
- Explain complex technical information clearly and concisely;
- Work effectively with officials and employees of the District, other public agencies, and the public;
- Interpret laws, rules, regulations and policies related to business and financial matters;
- Analyze financial statements and fiscal reports and prepare a complex budget;
- Chair committees and bring consensus on complicated issues;
- Speak effectively before City Council, Board of Supervisors and other public agencies;
- Implement successful conflict resolution with parents, community, and staff;
- Communicate effectively, both orally and in writing;
- Operate a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, scanners, typewriters, calculators, and fax machines;
- Maintain confidentiality of privileged information obtained in the course of work.

Traits:

- Appreciates the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources;
- Is trustworthy and responsible for his/her actions;
- Logically grasps and thinks through issues and problems;
- Promotes goals and leads by example;
- Remains steady under pressure;
- Stays focused and has good work ethic;
- Strives to meet customers' needs;
- Works around obstacles and is self-starting.

WORK ENVIRONMENT: Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, and may drive an automobile to conduct work. On occasion the incumbent may be required to visit construction sites and work in temperatures below 50 degrees and over 90 degrees, dry atmospheric conditions, poorly ventilated areas, wet or damp areas, on uneven or slippery surfaces, and in proximity to electrical hazards and machinery with moving parts, fumes, allergenic dust, chemicals, odors, toxic materials.

APPOINTMENT: In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate an overall satisfactory performance in order to attain permanent status.

NOTE: If adopted as Senior Management, an incumbent does not attain permanent status.

Salary Range: Management Salary Schedule (if not indicated as Senior Management)
Negotiable (if designated as Senior Management by the Board of Trustees)

Approved: 11/74

Revised: 9/03, 6/08, 6/17

Adopted as Senior ManagementPlease apply online at <https://www.oxnardsd.org/Page/328>

or

1051 South A St.
Oxnard, CA 93030
(805) 385-1501Position #19-20:52
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL
SERVICES
TV**Assistant Superintendent, Business & Fiscal Services Supplemental Questionnaire***** 1. PURPOSE:**

This supplemental application is part of the selection process and will be used as part of a training and experience evaluation. This supplemental application gives you the opportunity to fully explain your background and qualifications as they pertain to the position of Assistant Superintendent, Business & Fiscal Services. Only the most qualified applicants as determined by the evaluation of this supplemental application will be invited to partake in the testing process. Your answers to the following Supplemental Questions are required for your application to be considered complete. The information that you provide will be evaluated "as-is," and you will not have a second chance to revise or clarify the information provided. Therefore, it is very important to provide concise, organized, typed, and easy to read answers to each question. Please note: It is not required that you have experience in all areas below. If you do not have experience in a certain area, type "none."

Be sure to respond honestly and truthfully to all questions. Overstating your skill level is considered false and/or misleading information. Applicants found to have provided false or misleading information or overstating their skills will be disqualified from further consideration or, if hired, may be terminated from employment.

INSTRUCTIONS:

Read the following questions and type your responses to each question.

PLEASE NOTE: Responding with an answer such as "See Resume" for any question will result in disqualification.

Do you understand the above?

Yes No

*** 2. CERTIFICATION:**

Do you currently possess a Chief Business Official (CBO) certification from the California Association of School Business Officials (CASBO)? (If yes, please attach.)

Yes No

*** 3. EDUCATION:**

Clearly and succinctly describe your education in response to the following prompt.

Provide a brief synopsis of your professional and college-level coursework and how your field of study relates to this position. Make sure to list the number of years of college-level education, any relevant degrees or certificates earned, the college or university issuing

80

the degree/certificate, and other related college-level courses or trainings you have taken or attended.

* 4. EXPERIENCE:

Experience in California public school district financial management in a district or districts with an average daily attendance of 3,500 or more is required for this position.

Do you have at least seven (7) years of experience working in the area of financial management in California school district with an ADA of over 3,500 students? (You will need to expand on this below.)

Yes No

- * 5. EXPERIENCE: Clearly and succinctly describe your experience in the following areas. Please note: Candidates are not required to have extensive experience in all areas listed below. If you do not have experience in a specific area, please indicate "None."

EXPERIENCE: Public School District Budgeting

Provide a brief synopsis of your experience in this area including budget development, planning, control analysis, and forecasting for public school districts. Please make sure to include the names of the agencies, the size and type of budgets administered, and any experience working with LCAP and LCFF requirements.

- * 6. EXPERIENCE: Public School District Budgeting

Provide one or two examples of former work that best demonstrates your ability to facilitate budget reductions in a public school district setting. Be sure to specify the specific actions you took, how you validated your actions, and the final result for each example.

- * 7. EXPERIENCE: K-14 Property Acquisition & Construction Project Oversight

The Oxnard School District currently has a number of new construction and modernization projects underway. Please provide a brief synopsis of your experience overseeing property acquisition and construction and modernization projects for K-12 school districts and/or community colleges within the state of California.

- * 8. EXPERIENCE: K-14 Property Acquisition & Construction Project Oversight

Provide one or two examples of former construction/modernization projects that you have overseen that best demonstrate your expertise in this area. Be sure to specify what the project was, who you worked with on the project, your role in bringing the project to fruition, and the final result of your work for each example given.

- * 9. EXPERIENCE: Department Management

As the Assistant Superintendent of Business and Fiscal Services, you will be responsible for overseeing all departments under the Business division of the school district.

Please give a brief overview of your experience overseeing and/or working with the

following from a district management perspective:

- A) Accounting/Payroll
- B) Child Nutrition Services
- C) Maintenance & Operations
- D) Purchasing, Warehouse, & Reprographics
- E) Transportation

* 10. EXPERIENCE: Implementing Legislation

Provide one or two examples of a time when you have were required to analyze state or federal legislation changes and implement organization-wide changes. Be sure to specify what the legislation was, the effect it would have on your organization, and your role in initiating and implementing organization-wide changes.

* Required Question

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 6, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #008 to Agreement #12-231 with SVA Architects to provide additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Miller/CFW)

At the June 13, 2015 Board meeting, the Board of Trustees approved Amendment #001 authorizing architectural services scope of work for the ECDC project at Lemonwood K-8 School.

The attached proposals received from SVA Architects, Inc. two dated September 25, 2019 and one dated October 10, 2010 are presented to the District for the costs associated with additional architectural services related with scope revisions that resulted in project cost savings. The original scope of work included enclosing an existing exterior area which was located adjacent to the ECDC building. The proposed mechanical area was situated under the existing ECDC roof which extended over this exterior space. The original contract scope included enclosing the exterior area with structural walls, doors, vents, etc., ultimately building a mechanical room attached to the ECDC building structure. The Architect proposed a cost savings scope revision of eliminating the exterior walls enclosure and maintaining the mechanical area in the exterior. This scope revision resulted in the deletion of required roof retrofit work above the mechanical room which included installation of a large ducted vent, structural opening for ducted vent, supplemental roofing work, doors and exterior wall assembly. The final scope for this area was constructed with the incorporation of a fenced yard consisting of black chain link fence with opaque slat inserts to provide the enclosure at a and overall construction cost savings to the project.

The second and third proposals provides the deletion of the gas service hot water system from the building and replacing with electric water heating system. The originally design for the hot water system required significant gas infrastructure costs to serve only four classroom sinks. The Architect directed the use of an electric water heating systems in lieu of gas and deleted the entire gas service scope from the building. This change eliminated the gas infrastructure from the building and proposed underground routing of the service and added the electric hot water system including design changes to add electric Insta- hot water heating, including revised fixtures, devices, electrical routing and circuits. Due to limited hot water demand, the Architect directed the removal of providing the gas supply in favor of electric water heating systems. The Architect provided design changes to add electric Insta-hot water heating including revised fixtures, devices, electrical routing and circuits. The drawings were revised to depict to add the Insta-hot electric water heaters power and hook-up including processing this change thru DSA agencies as required. These revisions resulted in a cost savings to the project.

FISCAL IMPACT:

Seventeen Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$17,825.00) to be allocated from the existing approved project budget funded from the Master Construct &

Implementation Program. This Amendment will not increase the Project's overall budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #008 to Agreement 12-231 for additional Architectural Services for the Lemonwood ECDC Project.

ADDITIONAL MATERIALS:

Attached: [Amendment #008 \(2 Pages\)](#)
[Amendment #001 \(2 Pages\)](#)
[Architectural Services Agreement #12-231, SVA Architects Inc. \(79 Pages\)](#)

**Amendment No. 008 to Architect
Services Agreement #12-231**

The Architect Services Agreement (“Agreement”) #12-231 entered into on May 15, 2013, by and between the Oxnard School District (“District”) and SVA Architects, Inc. (formerly known as MVE Institutional) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 008 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District’s Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 School Reconstruction Project (“Project”);

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Lemonwood K-8 School campus;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of SVA Architects to design, engineer and coordinate the completion of the project incorporating the additional work contemplated by the District Administration;

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

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

AMENDMENT

The Parties agree to add a new SECTION 5.2.7 to the Agreement as follows:

SECTION 5.2.7 Additional Compensation for Lemonwood ECDC Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “F” thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and

deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Seventeen Thousand Eight Hundred Twenty- Five Dollars and Zero Cents (\$17,825.00) for adjusting of the scope of the Lemonwood ECDC Project and incorporating the additional scope including:**
 - a. **Deleting the roof retrofit above the mechanical room inclusive of large ducted vent thru roof, structural opening for ducted vent, supplement roofing, doors and exterior wall assembly and incorporate a fenced yard consisting of black chain link fence with opaque slat inserts to provide construction cost savings to the ECDC project.**
 - b. **Removing the gas service hot water system from the building, which will eliminate the proposed underground routing of the gas service and the gas service infrastructure from the building and replacing the gas service hot water system with electric water heating system, including design changes to add electric Insta- hot water heating, including revised fixtures, devices, electrical routing and circuits to provide construction cost savings to the ECDC project.**

The combined sum for the additional services total:

Seventeen Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$17,825.00)

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

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on May 15, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “F” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 008 and represented that each has authority to do so on the dates set forth below:

SVA ARCHITECTS, INC.:

By: _____
Robert Simons, Principal

Date:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

Amendment No. 1 to Architect Services Agreement No. 12-231

The Architect Services Agreement No. 12-231 ("Agreement") entered into on May 15, 2013, by and between the Oxnard School District ("District") and SVA Architects, Inc., formerly known as MVE Institutional ("Architect"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Architectural Services Agreement No. 12-231 ("Amendment").

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District's Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 Reconstruction Project ("Project");

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

WHEREAS, DSA is currently reviewing the Project and the District and Architect anticipate receiving DSA Approval no later than early July 2015;

WHEREAS, the District is considering accelerating the construction of the new Lemonwood K-8 School consistent with the District's original schedule for the Project;

WHEREAS, the Board of Trustees has considered the vision statement for the Early Childhood Development Center at Lemonwood ("ECDC") and has directed CFW to proceed with the design of the ECDC;

WHEREAS, the Board recognizes that there are schedule and design efficiencies that may be achieved by amending the existing contract with Architect to include the additional ECDC work because of Architect's familiarity with the site, ongoing work on the Lemonwood reconstruction, and reuse of preexisting work product applicable to the facility

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

AMENDMENT

The Parties agree to strike SECTION 3 of the Agreement and replace it with the following amended language:

SECTION 3: THE PROJECT. The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit "A", consisting of reconfiguring Building 3, a six-room facility, to include five (5) flexible 21st Century Kindergarten, Transition Kindergarten and/or Pre-school classrooms, including indoor activity space, shared toilets, hand washing stations, shared workroom/storage and kitchenette area (hereinafter, "Amended Project"). Incorporated herein, to the extent that it is not inconsistent with the terms of this Amendment or the original Agreement, as Exhibit "F" is Architect's description of additional services related to the ECDC Project.

**Amendment No. 1 to Architect
Services Agreement No. 12-231**

The Parties agree to add a new SECTION 5.2a to the Agreement as follows:

SECTION 5.2a. Additional Compensation for ECDC. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

Ninety-Three Thousand Nine Hundred Fifty Dollars and No Cents (\$93,950.00)

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

The Parties agree that all other provisions of the Architectural Services Agreement No 12-231 entered into and executed by the Parties on May 15, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions identified in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: _____



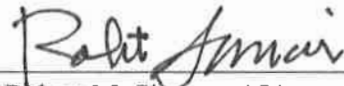
Dr. Cesar Morales, Superintendent

Date

9-9-15

SVA ARCHITECTS, Inc.

By: _____



Robert M. Simons, AIA

Date

8.20.15

OSD #12-231

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

TABLE OF CONTENTS

PREAMBLE	4
RECITALS.....	4
AGREEMENT	4
SECTION 1: GENERAL PROVISIONS	4
1.1 DEFINITIONS.....	4
1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS	9
SECTION 2: EMPLOYMENT OF ARCHITECT.....	9
2.1 EMPLOYMENT OF ARCHITECT	9
2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES	9
2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.....	9
SECTION 3: THE PROJECT.....	10
SECTION 4: SERVICES.....	10
4.1 BASIC SERVICES	10
4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES.....	10
4.3 ADDITIONAL SERVICES	13
SECTION 5: ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE.....	13
5.1 COMPENSATION FOR BASIC SERVICES.....	14
5.2 COMPENSATION FOR ADDITIONAL SERVICES	14
5.3 DISPUTED AMOUNTS.....	15
5.4 COMPENSATION FOR REIMBURSABLE SERVICES.....	15
5.5 INVOICES	16
SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....	17
6.1 TERMINATION BY DISTRICT	17
6.2 ARCHITECT DEFAULT	18
6.3 DISTRICT REMEDIES.....	19
6.4 TERMINATION BY ARCHITECT	20
6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT	20
SECTION 7: DUTIES AND LIABILITIES OF DISTRICT	20
7.1 DUTIES	20
7.2 LIMITATION ON LIABILITY OF DISTRICT	22
SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES	22
8.1 CONSTRUCTION BUDGET.....	22
8.2 ESTIMATED PROJECT CONSTRUCTION COST	22
SECTION 9: PROJECT SCHEDULE	23
9.1 SCHEDULE	23
SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....	23
10.1 OWNERSHIP	23
10.2 REUSE BY DISTRICT	24

10.3	COPYRIGHT.....	25
10.4	TECHNOLOGY USED.....	25
10.5	DELIVERABLES UPON TERMINATION	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.....	25
SECTION 11: INDEMNIFICATION AND INSURANCE		25
11.1	INDEMNIFICATION	25
11.2	INSURANCE.....	26
SECTION 12: DISPUTE RESOLUTION.....		29
12.1	RESOLUTION OF CLAIMS	29
12.2	RESOLUTION OF OTHER DISPUTES	29
12.3	SUBMISSION OF A CLAIM.....	29
12.4	CLAIMS RESOLUTION PROCESS	30
12.5	NON-WAIVER OR RELEASE.....	31
SECTION 13: NOTICES.....		31
13.1	NOTICES	31
SECTION 14: REPRESENTATIONS OF THE ARCHITECT		31
14.1	REPRESENTATIONS OF THE ARCHITECT.....	32
14.2	COMPLIANCE WITH LAWS.....	32
14.3	SUPPLEMENTAL CONDITIONS.....	33
SECTION 15: MISCELLANEOUS PROVISIONS		33
15.1	SUCCESSORS AND ASSIGNS	33
15.2	SEVERABILITY	34
15.3	ENTIRE AGREEMENT	34
15.4	GOVERNING LAW AND VENUE.....	34
15.5	NON-WAIVER	34
15.6	INDEPENDENT CONTRACTOR	34
15.7	NO ASBESTOS CERTIFICATION	34
15.8	NON-DISCRIMINATION.....	34
15.9	NO THIRD PARTY BENEFICIARY.....	35
15.10	ASSISTANCE OF COUNSEL.....	35
15.11	AUTHORITY TO EXECUTE.....	35
15.12	HEADINGS	35
15.13	EXECUTION IN COUNTERPARTS.....	35
EXHIBIT A		PROJECT
EXHIBIT B		BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C		DELIVERABLES
EXHIBIT D		INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E		FINGERPRINTING REQUIREMENTS

AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 5th day of **June, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3 MacArthur Place, Suite 850, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 **GENERAL PROVISIONS**

- 1.1 DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1 “Addendum”** shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 “Additional Services”** shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 “Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 “Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; 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.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 “Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District’s facilities Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specification approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

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

SECTION 4

SERVICES

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

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

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

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

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District Staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The project will be managed through the Primavera Contract Management System project management software from design through closeout. Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

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

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

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

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

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

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

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

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

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5

ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

One Million Eight Hundred Ninety-Nine Thousand Three Hundred Twelve Dollars No Cents (\$1,899,312.00)

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

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect’s Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

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

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

5.5 INVOICES

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

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

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

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

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

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

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 3 – LEMONWOOD RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final

invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

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

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

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

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

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

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special Testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

With original copy to:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South A St.
Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment,

transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robit J. Smith
Title: G. 4. 13 President

District

By: J. Chen
Title: SUPERINTENDENT

Date: 4.4.13

Date: _____

EXHIBIT "A"

PROJECT

April 5, 2013
Robert Simons, Principal
MVE Institutional
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Architect Selection Package for Project 3 – Lemonwood Elementary School

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #3: Lemonwood campus replacement**. This project is herein referred to as "Project 3". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 3 Summary

Project 3 includes a new elementary school campus to be designed and constructed on the same site where the existing school is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished, reconfigured, or replaced as required to implement the approved design. As part of the reconfiguration of the existing campus, a portion of the existing facilities may be retained and modernized.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant. In certain instances design strategies and efforts can help qualify for additional funding resources. Proposals that reflect creative strategies to obtain increased state funding are encouraged.

The Facilities Implementation Program provides specific direction that team members must follow for completing this project per a detailed master budget, schedule and timeline. All team members must also conform to the procedures and guidelines outlined within the previously distributed Program Implementation Handbook.

The reconstruction project must be completed and ready for occupancy by March 2017 concurrent with the District's timeline for State grant funding and educational program reconfiguration. In order to meet this timeline, this project must be prepared for DSA submittal as soon as possible for completion of the project to occur by the March 2017 deadline.

To assist the project team in meeting this timeline, the District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on

November 6th, 2012, and the Board has since completed a series of workshops to establish the implementation parameters. Project 3 follows the findings of the Facilities Implementation Program that concluded the District's oldest K-5 school sites warrant full replacement with new facilities where funding is available, and the cost of sufficient modernization exceeds 50% of the cost of new facilities.

Detailed Description

Enclosed in this package is a detailed description of Project 3, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Lemonwood campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

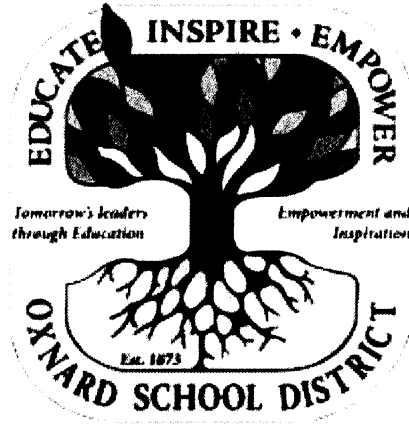
Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review this detailed Architect Selection Package and submit your response by Monday, April 29, 2013 @ 4:00pm in .pdf format via email to: Jeff Threet, Senior Program Manager, Caldwell Flores Winters, Inc., jthreet@cfwinc.com.

If you have any questions, please direct them to Jeff Threet, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 3
Reconstruction of Lemonwood School

Prepared by:

Caldwell Flores Winters

6425 Christie Avenue, Suite 270

Emeryville, CA 94608

1901 Victoria Avenue, Suite 106

Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

I. DETAILED DESCRIPTION: PROJECT 3 - DESIGN & RECONSTRUCT LEMONWOOD K-8 SCHOOL

PROJECT REQUIREMENTS

The project includes the demolition of the existing school and construction of a new school on the existing 9.9 acre site. Lemonwood Elementary School currently serves approximately 885 students in grades K-6. Lemonwood is planned to be reconfigured to serve up to 900 students in grades K-8. The school was constructed in 1981 and last modernized in 2004. The new Lemonwood campus will be built on the same campus as the existing school and will be constructed while the existing campus is occupied.

The new campus will need to house 900 students per State standards in grades K-8 including 28 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), 3 science/flex lab classrooms (1,200 square feet each), and 2 special education classrooms (960 square feet each). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Latitude for consideration of two story construction for portions of the new campus by the design team is acceptable, but not a requirement. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work, some of which may occur after the completion of the new school facility.

The total "all in" budget for the site is \$31,402,250 including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next 5 years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than April 18, 2014. Funding for construction will rely on the State's 50/50 new construction program. The construction schedule is dependent upon the receipt of funds from the State. Per projected State Aid timelines, construction is scheduled to commence on July 20, 2015 and be substantially complete by February 7, 2017. This schedule may be adjusted should funds be received sooner.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

SITE BACKGROUND & COMMUNITY

Established in 1981, Lemonwood Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs to empower students, build strong communities, and ensure the safety and wellbeing of all the families that comprise the Lemonwood attendance area.

The design team should be thoroughly familiar with the revised K-8 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the

unique qualities and opportunities available to future parents and their children, should they choose the Lemonwood K-8 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success, community integration, and effective 21st century learning environments for students, while enhancing the existing community.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

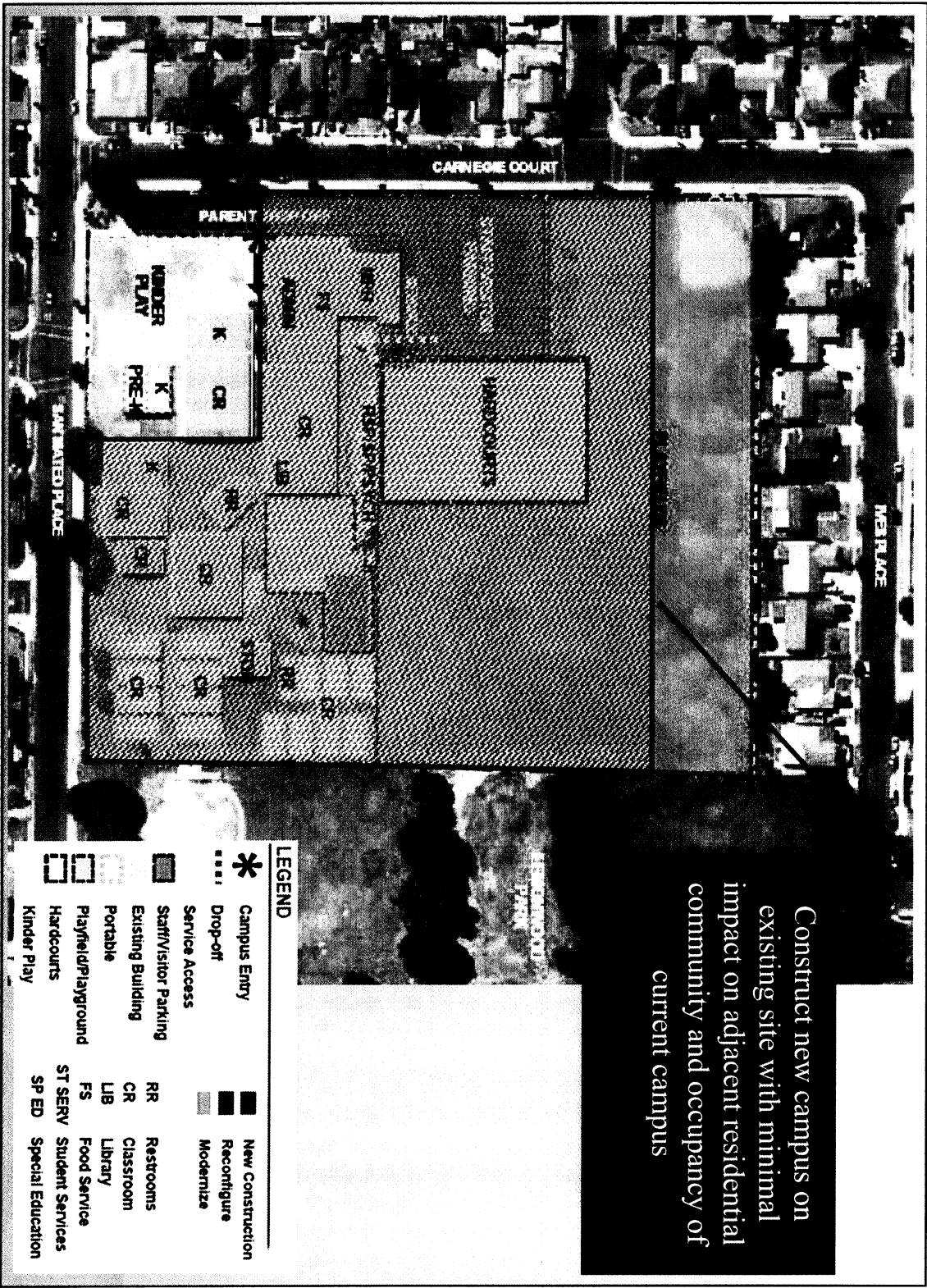
It is important for the design team to be mindful of the culture and character of the Lemonwood community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

SITE MAP

The diagram below is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. At this point there is a desire to preserve the location of existing facilities that may best accommodate a kindergarten and preschool environment as indicated.

A plan for the interim use of the existing K-6 Lemonwood facilities to house a K-8 educational program is underway and will be in full functional use by the opening of school in August 2014. The student population will be relocated to the new K-8 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities.

Lemonwood Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The below specifications reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

New Lemonwood K-8 School			
<i>Design & Reconstruct School to K-8 Specifications</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Demolition	35,000	sf	35,000
Classrooms			27,360
Classrooms - Estimate 28 rms @ 960 sf ea.	26,880	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
6th-8th Science & Electives	-		3,800
Science/Flex lab 3 @ 1,200 sq. ft.	3,600	sf	
Prep/Workroom	200	sf	
Special Education	-		2,435
Special Ed Classroom	1,920	sf	
Independent Living Skills	320	sf	
Laundry/Storage Room	100	sf	
Toilet/Changing Room	95	sf	
Administration	-		4,915
Lobby/Public Waiting	400	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Asst. Principal's Office	300	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Counselor's Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Textbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room	-		6,375
Multi-Purpose Room	4,400	sf	
Chair Table Storage	300	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Physical Education	-		800
Changing Rooms	600	sf	
PE Equipment Storage	200	sf	
Food Service	-		4,500
Serving/Prep Kitchen	450	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	3,600	sf	
Custodial Services	100	sf	
Restrooms	2,800	sf	2,800
Sitework			357,000
Parking Lot/Circulation	90,000	sf	
Walkways on Campus	12,000	sf	
Utilities	1	ls	
Play Courts	60,000	sf	
Play Fields (4 acres)	175,000	sf	
Landscaping	20,000	sf	
Total Quantity	419,125	sf	419,125
	Total Hard Costs		\$19,983,250
	Total Soft Costs		\$8,564,250
	Total Contingency		\$2,854,750
TOTAL BUDGET			31,402,250

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

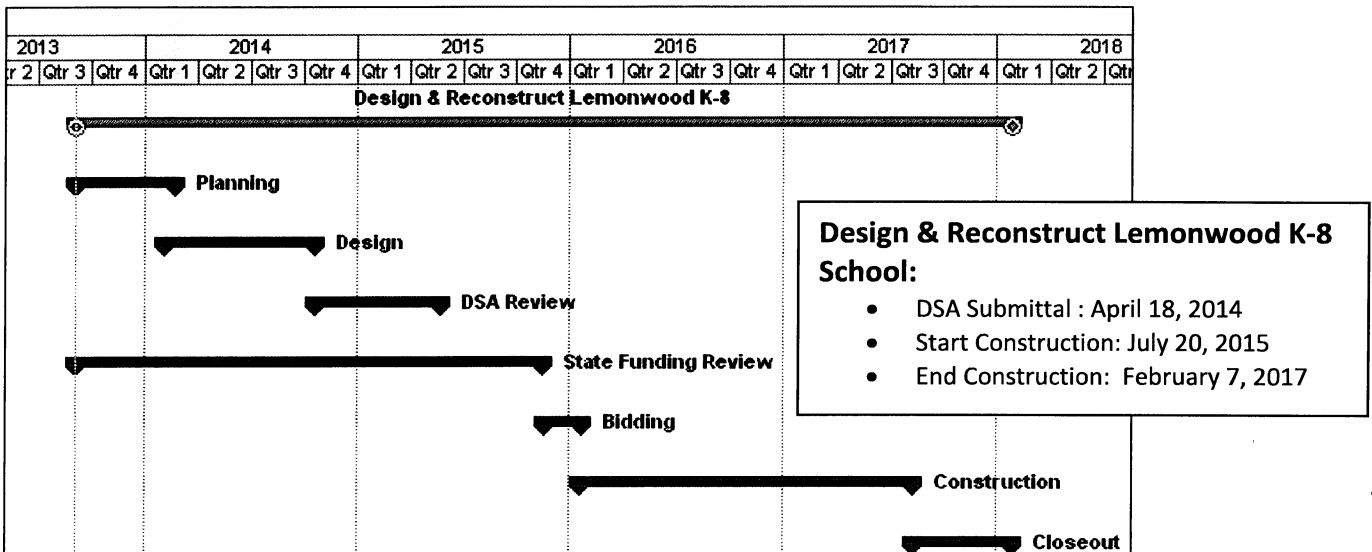
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Lemonwood School K-8

Project	Year	Budget
Design & Reconstruct Lemonwood K-8	2014/16	
Demolition		\$1,155,000
Sitework		\$8,209,143
Classrooms		\$9,888,686
Kindergarten		\$2,035,314
6th-8th Science & Electives		\$1,463,000
Special Education		\$880,079
Administration		\$1,776,421
Media Center		\$975,857
Multi-Purpose Room		\$2,504,464
Physical Education		\$314,286
Food Service		\$990,000
Restrooms		<u>\$1,210,000</u>
		\$31,402,250
Est. Total		\$31,402,250

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool. The approved Architectural Selection Process is prescriptive in nature to ensure that each individual proposal is evaluated to a common standard and approval criteria.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Lemonwood site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Lemonwood elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 3. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Jeff Threet, Sr. Program Manager, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Lemonwood site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted.

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 3 selection package sent to prequalified firms: April 5
- Participating teams notify CFW of their intent to provide a proposal: April 9
- Participating teams submit final proposals: April 29, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: May 2-3
- Conduct site visits: May 7-9
- Final selection to be announced to winning firm: May 10
- Executed Contract returned: May 14
- Board action on recommendations: May 15 (Regular Board meeting)
- Notice of Award issued and commencement of architectural services: May 20

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Lemonwood project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 3 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 3. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above.
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review a completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 3 (maximum of 4 pages of drawings per proposed “re-use” project site). Submit in .pdf format via email to Jeff Threet at jeff.threet@cfwinc.com by no later than 4:00pm PDT, Monday April 29, 2013.

The Project is Amended As Follows:

Background

The proposed "re-use" design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium ("MPR/Gym") from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

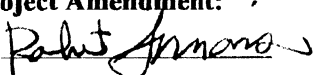
Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI 

Accepted by District 

The Project is Amended As Follows:

Background

The proposed “re-use” design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium (“MPR/Gym”) from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI Robert Johnson Accepted by District _____

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
 - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- (5) Estimates:
 - (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
 - (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
 - (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping

- (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
- (iii) Ductwork and piping should be substantially located and sized.
- (iv) Devices in ceiling should be located.
- (v) Legend showing all symbols used on drawings.
- (vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

- (i) Calculate overall approximate electrical loads.
- (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.

- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.
- (5) Civil:
 - (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

- (6) Landscape:
 - (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

- (7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

- (8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

- (9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

- (10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

- (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.
- (viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

- (ii) Structural:
Completed structural floor plans and sections with detailing well advanced.
 - (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
 - (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
 - (v) Civil:
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
 - (vi) Landscape:
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.
- (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
 - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
 - (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"

DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 3: Lemonwood Reconstruction

Architect of Record: MVE Institutional, Inc.

MVE Institutional, Inc. ("MVEI") has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and Executive Director of Facilities, Jorge Gutierrez.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and is an accurate representation of the percent work completed for the phase identified in the invoice.

MVE Institutional, Inc.

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Jorge Gutierrez
Executive Director, Oxnard School District

Lisa Franz
Director of Purchasing, Oxnard School District

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFWI)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tyler Middlestadt (tmiddlestadt@cfwiinc.com)

PROJECT: PROJECT #3 - Lemonwood Reconstruction
 DSA #: _____
 PROJECT TYPE: New Construction/Reconstruction
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

SUBCONTRACTOR: MVE Institutional, Inc.
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	\$1,888,312.00	0%	\$0.00	0		\$0.00
2	6210-R	Base Contract - Re-imbursables	Architectural Services	\$37,966.00	0%	\$0.00	0		\$0.00
SUBTOTALS				\$1,926,278.00	\$0.00	\$0.00	\$0.00	%VALUE:	\$0.00

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS:		\$0.00
TOTAL DUE THIS INVOICE:		\$0.00

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the **PRE-RETENTION** value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (umiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 6, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #3 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

At the Board Meeting of May 1, 2019, the Board of Trustees approved Agreement #19-05 with Maxim Healthcare Services Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Special Education Services Department on an “as needed” basis for the period of May 2019 through June 30, 2020.

At the Board Meeting of August 7, 2019, the Board of Trustees approved Amendment #1 to include the services for Board Certified Behavior Analyst supervision, through the end of the original agreement term, at no additional cost.

At the Board meeting of January 15, 2020, the Board of Trustees ratified Amendment # 2, in the amount of \$745,670.00, to increase Special Education funding through the end of the agreement term, for a total agreement amount of \$1,045,670.00.

Amendment #3 is required to include the COVID-19 Educational Institution Rates at no additional cost.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #19-05 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #3 \(1 Page\)](#)
- [Amendment #2 \(1 Page\)](#)
- [Amendment #1 \(2 Pages\)](#)
- [Agreement #19-05 - Maxim Healthcare Services Inc. \(11 Pages\)](#)



**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

**Amendment #2 to Agreement #19-05 with
Maxim Healthcare Services Inc.
January 15, 2020**

At the Board Meeting of May 1, 2019, the Board of Trustees approved Agreement #19-05 with Maxim Healthcare Services Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Special Education Services Department on an "as needed" basis for the period of May 2019 through June 30, 2020.

At the Board Meeting of August 7, 2019, the Board of Trustees approved Amendment #1 to include the services for Board Certified Behavior Analyst supervision, through the end of the original agreement term, at no additional cost.

Amendment # 2, in the amount of \$745,670.00, is required to increase Special Education funding through the end of the agreement term, for a total agreement amount of \$1,045,670.00.

MAXIM HEALTHCARE SERVICES, INC.

By: 

Date: 12/18/19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 2-7-2020

AMENDMENT #1 TO OSD AGREEMENT #19-05



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this August 7, 2019, by and between Oxnard School District, referred to in this Amendment as "CLIENT," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 1, 2019.

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

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, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

Behavior Technicians	
Cases*	Hourly Rate**
0-9 cases	\$50.00/hr
10 to 14 cases	\$48.00/hr
15 or more cases	\$46.00/hr

BCBA Supervision	
Cases*	Hourly Rate**
0-20 cases	\$100.00/hr
20+ cases	No Fee

* Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

OXNARD SCHOOL DISTRICT :

Signature: Lisa A. Franz, Director, Purchasing

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

Signature: Brandon McGee, Asst. Controller

Printed Name & Title

8-12-19

Date

Printed Name & Title

8/24/19

Date

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of May, 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 ENTITY, 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 California 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 the period of May 2, 2019 through June 30, 2020 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 EDUCATION 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 two (2) 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 thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- 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.
Oxnars, 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 Esplande 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:


Signature
Lisa A. Franz, Director, Purchasing
Printed Name & Title
5-6-19
Date

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


Signature
Brandon McGee Asst. Controller
Printed Name & Title
5/24/19
Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective May 2nd, 2019:

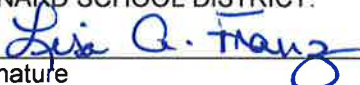
Service	Rate
ParaEducator	\$32.00
Specialty Para	\$35.00
LVN	\$45.00
RN	\$65.00
Credentialed RN	\$75.00- \$80.00
OT / PT	\$75.00- \$85.00
SLP	\$80.00- \$90.00
Psychologist	\$85.00- \$95.00
Special Ed Teacher	\$70.00

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.58 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:


 Signature
 Lisa A. Franz, Director, Purchasing

 Printed Name & Title
 5-6-19

 Date

MAXIM ENTITY:


 Signature
 Brandon McGee Asst. Controller

 Printed Name & Title
 5/23/19

 Date



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District**, referred to in this Amendment as "CLIENT," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 2nd, 2019;

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

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, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

Behavior Technicians	
Cases*	Hourly Rate**
0-9 cases	\$50.00/hr
10 to 14 cases	\$48.00/hr
15 or more cases	\$46.00/hr

*Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
 Signature
 Lisa A. Franz, Director, Purchasing
 Printed Name & Title
5-6-19
 Date

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

[Signature]
 Signature
Brendan McGee Asst. Controller
 Printed Name & Title
5/24/19
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 311 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE (A/C, No, Ext): (610) 526-9130 FAX (A/C, No): (610) 526-2021 E-MAIL ADDRESS: kdean@altuspartners.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: ACE American Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 2623/623 22667

COVERAGES **CERTIFICATE NUMBER:** Healthcare Std + XS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$3,000,000 SIR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			H25274799 (Owned Auto)	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			H25274830			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C65439037	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N/A	C65439074 (CA, MA)			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			C65438951 (WI)			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				C65438999 (OH, WA)			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PH1807054 (\$4M SIR)	11/30/2018	11/30/2019	\$4,000,000 per claim / Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. Certificate holder is an additional insured on the general liability insurance policy where required by written agreement prior to loss.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Krista Dean/KMD 

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 6, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-33, Haynes Education Center
(DeGenna/Madden)**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-33 with Haynes Education Center, in the amount of \$140,000.00, to provide support services for the Special Education Services Department during the 2019-2020 academic school year.

Amendment #1, in the amount of \$45,000.00, will increase the number of students referred for support services through the remainder of the 2019-2020 academic school year, for a revised total agreement amount of \$185,000.00.

FISCAL IMPACT:

\$45,000.00 - Special Education Funds

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-33 with Haynes Education Center.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-33 - Haynes Education Center \(18 Pages\)](#)

**Amendment #1 to Agreement #19-33 with
Haynes Education Center
May 6, 2020**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-33 with Haynes Education Center, in the amount of \$140,000.00, to provide support services for the Special Education Services Department during the 2019-2020 academic school year.

Amendment #1, in the amount of \$45,000.00, will increase the number of students referred for support services through the remainder of the 2019-2020 academic school year, for a revised total agreement amount of \$185,000.00.

HAYNES EDUCATION CENTER:

By: _____
Jonas Maceda, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #19-33

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of June 2019 by and between the Oxnard School District ("District") and Haynes Education Center & S.T.A.R Academy ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 through June 30, 2020 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pm (Initials)

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

D (Initials)

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

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

Pm (Initials)

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

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

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

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


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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

 (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Katrina Madden
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Haynes Education Center & S.T.A.R. Academy
 2120 Foothill Blvd., Suite 205
 La Verne, CA 91750
 Attention: Jonas Maceda
 Phone: 909.833.7187
 Fax: 909.992.3018

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

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

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

26. **Administration.** **KATRINA MADDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

**HAYNES EDUCATION CENTER &
S.T.A.R. ACADEMY:**

Lisa A. Franz
Signature

Don Mydell
Signature

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

CEO/PRESIDENT
Typed Name/Title

6-20-19
Date

JUNE 10, 2019
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-1506150

Not Project Related

Project #19-33

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-33

SERVICES

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

***PER ATTACHED PROPOSAL & RATE SHEET**

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

***PER ATTACHED PROPOSAL & RATE SHEET**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #19-33

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-33

COMPENSATION

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

Total compensation shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$140,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-33

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-33

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-33

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-33

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-20-19

By: L. Franz
Lisa A. Franz
Director, Purchasing



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public Agency (NPA) & Non-Public School (NPS) **Proposal/Scope of Services 2019-2020**

Company/Provider:	Haynes Family of Programs Inc.
DBA:	S.T.A.R. Academy (NPA); Haynes Education Center (NPS)
Address (Mailing):	PO Box 400 W. Baseline Road, La Verne, CA 91750
Address (Physical):	233 W. Baseline Road, La Verne, CA 91750
Contact Person:	Jonas Maceda, Director, NPA Services
Contract Signatory:	Daniel Maydeck, CEO/President
Phone:	(909) 833-7187 – Jonas / (909)593-2581 ext. 223 - Daniel
Fax:	(909) 992-3018
E-mail:	jmaceda@leroyhaynes.org / dmaydeck@leroyhaynes.org
Website:	www.leroyhaynes.org

1. Brief description (a paragraph) regarding the types of services your company can provide to students.

Haynes Family of Programs Inc. has over 70 years experience developing and implementing successful year-round educational services throughout California. Our company is state certified as a Non-Public Agency (NPA) and a Non-Public School (NPS). We provide individualized Educational Support Services for students with special needs from grades K-12 or ages 5-22. We offer and provide the following services.

NPA Services:

- **Supplemental Academic Support (SAS) / Academic Instruction**
- **Transition Services or Assessment**
- **Language and Speech (LAS) Services or Assessment**
- **Occupational Therapy (OT) Services or Assessment**
- **Educationally Related Intensive Counseling Services (ERICs)**
- **Behavior Intervention Implementation (BII)**
- **Behavior Intervention Development (BID) & Assessment**

NPS Services:

- **In-Home & Hospital (IHH) services**
- **Resource Specialist Program (RSP)**

2. Cost(s) associated with your program (hourly rate): **See the attached NPA Rate Sheet 19-20**
3. Location of services: **Student's home or the local library — parent's choice.**
4. Schedule of services: **Afternoons, evenings, or weekends. This is the parent's choice.**



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER

S.T.A.R. ACADEMY

Non-Public Agency Services - S.T.A.R. Academy (NPA)

Rate Sheet – Home Based Services 2019-2020***

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."



HAYNES
FAMILY OF PROGRAMS

Haynes Family of Programs Inc.
dba: S.T.A.R. Academy; dba: Haynes Education Center
Personnel Clearance Statement & Staff Credentials

I, Jonas Maceda, (an authorized representative of /doing Business as) Haynes Family of Programs Inc., (dba: S.T.A.R. Academy; dba: Haynes Education Center), do hereby certify under penalty of perjury, that, pursuant to California Education Code Section 45125.1, that the required criminal background check(s) of all persons (including staff, volunteers, and anyone who will be in contact with program participants) who will be providing services to the Oxnard School District has been conducted and that none of those persons have been reported by the California Department of Justice (CDOJ) and the Federal Bureau of Investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c), and/or 1192.7©.

All staff providing Non-Public School and Non-Public Agency services have a current Education Specialist Credential on file and is also listed with the California Commission on Teacher Credentialing website. For Other Related Services such as Language and Speech, Occupational Therapy, or Behavior Intervention, a current state license or respective board certification license will be on file.

Further, I hereby certify that all persons (including staff, volunteers, and anyone who will be in contact with program participants) have been cleared by medical personnel as not being a carrier of contagious Tuberculosis.

May 10, 2019

Date

Signature

Jonas Maceda, Director, NPA Services
Name / Title (Printed)

Haynes Family of Programs Inc.
(dba: S.T.A.R. Academy; dba: Haynes Education Center)
Provider



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249 Heffernan Insurance Brokers 811 Wilshire Blvd., Suite 810 Los Angeles, CA 90017	CONTACT NAME: PHONE (A/C, No, Ext): 1 (213) 622-6500	FAX (A/C, No): (213) 785-6966	
	E-MAIL ADDRESS:		
INSURED Haynes Family of Programs, Inc. DBA: S.T.A.R. Academy (NPA) P.O. Box 400 LaVerne, CA 91750-0400	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : North American Elite Insurance Company		29700
	INSURER B : Nonprofits Insurance Alliance of California		01184
	INSURER C :		
	INSURER D :		
	INSURER E :		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	201904255NPO	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 SOC SERV PROFES \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		201904255NPO	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201904255UMBPO	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Improper Sexual Cond		201904255NPO	06/01/2019	06/01/2020	Aggregate 3,000,000
A	Improper Sexual Cond		201904255NPO	06/01/2019	06/01/2020	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage: North American Elite Insurance Company Policy# 201904255. 06/01/2019 to 06/01/2020. Aggregate \$3,000,000 / Each Event \$1,000,000.

Re: As Per Contract or Agreement on File with Insured.
Oxnard School District is included as an additional insured on the General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Oxnard School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 6, 2020

Agenda Section: Section C: Support Services Agreement

**Ratification of Amendment #1 to Agreement #19-98, Maxim Healthcare Services Inc.
(DeGenna/Ridge)**

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-98 with Maxim Healthcare Services, in the amount of \$10,000.00, to provide supplemental staffing services to the Pupil Services Department during the 2019-2020 fiscal year.

Amendment #1 is required to include the COVID-19 Educational Institution Rates at no additional cost.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-98 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-98, Maxim Healthcare Services \(9 Pages\)](#)



**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 6, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-206 - Ventura County Office of Education
(DeGenna/Madden)**

It is recommended that the Board approve the service agreements with Ventura County Office of Education (VCOE) for the 2019-2020 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), includes Extended School Year.

Students:

EG061410	JB080313
RR103108	EA061212
OL083008	LG102505
MS110907	

FISCAL IMPACT:

\$111,700.91 - 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 Agreement #19-206 with Ventura County Office of Education, in the amount of \$111,700.91.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-206, Ventura County Office of Education \(7 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **January 18, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410, a Special Education pupil who is a resident of DISTRICT and currently attends Triton School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/18/2020 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>1/18/2020-6/5/2020</u> (ESY: <u>6/8/2020-6/30/2020</u>) \$ <u>27,380.50</u>	+	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/2/2020</u>) <u>8/13/2020-1/17/2021</u> \$ <u>TBD</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27,380.50

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 23, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/23/2020 (IEP date~1/21/2020, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>1/23/2020-6/12/2020</u>	(<u>ESY: 7/1/2020-7/10/2020</u>)
	(<u>ESY: 6/15/2020-6/30/2020</u>)	<u>8/19/2020-1/21/2021</u>
	\$ <u>23,058.75</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]

Special Education Authorized Representative

Title: _____

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,058.75



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 13, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/13/2020 (IEP date~2/5/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>2/13/2020-6/10/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/12/2020-2/5/2021</u>
ESTIMATED COSTS:	\$ <u>18,811.65</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 18,811.65

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 7, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily plus 60 minutes daily for transportation, for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/7/2020** (IEP date~2/5/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>2/7/2020-6/10/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/12/2020-2/5/2021</u>
ESTIMATED COSTS:	\$ <u>22,846.96</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____
Estimated Cost \$ 22,846.96

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 29, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/29/2020** (IEP date~2/6/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2019-2020	UPCOMING: 2020-2021
	2/29/2020-6/12/2020 (ESY: 6/15/2020-6/30/2020)	8/19/2020-2/6/2021 (ESY: 7/1/2020-7/10/2020)
ESTIMATED COSTS:	\$ <u>17,160.00</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By:
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 17,160.00

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 2, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EA061212, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support during transportation for 60 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/2/2020 (IEP date~2/27/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>3/2/2020-5/9/2020</u>	UPCOMING: <u>2020-2021</u>
TOTAL ESTIMATED COSTS:	\$ <u>1,673.10</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,673.10



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 1. This agreement pertains to providing exceptional service(s) for, LG102505, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School, a special education program operated by SUPERINTENDENT.
- 2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day and during transportation to and from school, 390 minutes daily. ESY will be provided at 280 minutes a day.

- 4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 6. The term of this contract shall begin 7/1/2019 (IEP date~3/12/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <u>2018-2019</u> <u>8/23/2018-6/28/2019</u> (ESY: <u>6/10/2019-6/28/2019</u>)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u>)
	\$ _____	+ \$ <u>769.95</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 769.95

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 6, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-80 – STAR of CA, ERA ED
(DeGenna/Madden)**

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-80, in the amount of \$800,000.00, with Star of Ca, ERA ED, to provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified Special Education and General Education students during the 2019-2020 school year.

Amendment # 1 is required to add evaluation services through the end of the original agreement term, at no additional cost.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-80 between Oxnard School District and STAR of CA, ERA ED.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-80, STAR of CA-ERA ED \(15 Pages\)](#)

**Amendment #1 to Agreement #19-80 with
STAR of CA/ERA ED
May 6, 2020**

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-80, in the amount of \$800,000.00, with Star of Ca, ERA ED, to provide classroom support as a consultant and 1 to 1 behavioral therapist for identified Special Education and General Education students during the 2019-2020 school year..

Amendment # 1 is required to add evaluation services through the end of the original agreement term, at no additional cost.

STAR of CA, ERA ED:

By: _____
Doug Moes, President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

AGREEMENT #19-80 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 21st day of August 2019, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2019 and terminating June 30, 2020

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Katrina Madden
(Name)

Interim Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$800,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$54.64 per hour for 1 to 1 behavioral support to students, \$106.15 per hour for behavioral consultation and supervision services, \$339.90 for 2 hours workshops, and \$679.80 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Provider's subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:



Lisa A. Franz, Director, Purchasing

8-28-19

Date

STAR of CA, ERA ED, VENTURA CA



Dr. Doug Moes, President, CEO

9-6-19

Date



STAR of CA
Behavioral & Psychological Services

E.R.A. Ed.
Evidence Based Resources Applied in Education

4880 Market St.
Ventura, California 93003
ph: (805) 644-7827
fax (805) 650-1385
Corporate Headquarters
www.starofca.com www.eraed.com

2019/2020
PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral health services to support students with developmental disabilities and/or emotional behavioral disorders in addition to their families. Special Education students with a variety of problems can participate in our school-based services. These students may have or be at risk for an autism spectrum disorder (e.g., Autism, pervasive developmental disorder NOS, Asperger's) or emotional behavioral disorder (e.g., disruptive behavior disorder, anxiety or mood disorder) that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE). Services provided include (1) behavior intervention development and modification (BID), (2) Behavior Intervention Implementation of Behavior Modification Plans (BII), (3) counseling and guidance services (CG), (4) parent counseling and training (PCT), and (5) other psychological services aside from assessment and IEP development (PS). ERA Ed.'s school based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

ERA Ed. Service Delivery Options for VC SELPA School Districts

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach ERA Ed. serves as an integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to



consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility for such behavioral health services back to district personnel so the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices.

Classroom Program Development – Consultation support designed to enhance the ability of classrooms to respond to the educational needs of students with autism spectrum disorders. Emphasis is placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed for more general teacher training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.



Assessments (FBA/FAA) - A comprehensive Functional Behavioral Assessment (FBA, FAA) is conducted in compliance with requirements set forth from IDEA and the Hughes Bill. The assessment takes place across multiple locations and visits. The assessment is 15 hours and includes development of (a) goals associated with student needs to inform programming, (b) a positive behavior support plan that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) -includes the implementation of Applied Behavior Analytic interventions (IBI) to students as part of their IEP in order to resolve challenging behavior, teach replacement behaviors, and develop academic readiness skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support implementation of the student's IEP.

Supervision (BID) – includes a range of supervisory activities designed to support implementation of the student's behavioral program as specified in their IEP. As part of supervision each ERA ED. direct interventionist is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the child's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the direct interventionist, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. direct interventionist. Supervision also includes the direct interventionist and supervisor meeting as needed to discuss the student's progress, review behavioral data, and make necessary program changes (e.g., modify goals, revise data collection systems, adapt teaching strategies). Report writing (i.e., monthly or quarterly based on IEP team decision), as well as participation in monthly team meetings and IEPs are part of the ERA Ed. supervision model.



Mental Health Services

Counseling and Guidance Services (CIMHA or CILMHP) – ERA Ed. counseling and guidance services include counseling in which the student is assisted in planning and implementing their short and long term educational program; personal counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our mental health office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the special needs of their child and providing them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered individually in home and community settings as well as in our mental health office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, and marriage and family therapists).

Assessments (Psychoeducational, Education-Related Mental Health Services). ERA Ed. is able to conduct a wide range of psychological assessment services, including ERMHS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Consultation (CNSLT-MHA) – ERA ED. Mental Health Consultation involves performing collateral indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, etc.



Behavioral Services				
1	Consultation	CNSLT	\$106.15	/hr
2	Assessments (FBA/FAA)	EVAL	\$106.15	/hr
3	Direct Instruction	BII	\$54.64	/hr
4	Supervision	BID	\$106.15	/hr
Mental Health Services				
5	Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$84.07	/hr
6	Counseling & Guidance Services (CG) –Mental Health Intern	CIMHA	\$63.05	/hr
7	Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$84.07	/hr
8	Parent Counseling & Training (PCT) –Mental Health Intern (CG)	CFMHA	\$63.05	/hr
9	Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-MH	\$106.15	/hr
10	Psychological Services	PsychServ	\$106.15	/hr
11	Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$84.07	/hr
12	Mental Health Consultation – Mental Health Intern	CNSLT-MHA	\$63.05	/hr
13	Crisis Management	CRISIS INT-MHA	\$63.05	/hr
14	Critical Incident Debriefing & Counseling	CRISIS INT-MHA	\$63.05	/hr
15	Grief/Trauma Response Counseling	CNSLT-MH	\$63.05	/hr
16	Bus Aide BID (10% discount applied)	BUS AIDE-BID	\$95.54	/hr
17	Bus Aide BII (10% discount applied)	BUS AIDE-BII	\$49.18	/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jones & Maulding Insurance P.O. Box 1312 Oxnard CA 93032	CONTACT NAME: Ellen Wenger
	PHONE (A/C, No., Ext.): (805) 486-4701 FAX (A/C, No.): (805) 486-2087
	E-MAIL ADDRESS: ellen@jandminsurance.com
INSURED STAR of California, Inc. 4880 Market Street Ventura CA 93003	INSURER(S) AFFORDING COVERAGE
	INSURER A : Philadelphia Indemnity Insurance Company
	INSURER B : New York Marine & General Insurance Company
	INSURER C : Homeland Insurance Company of New York
	INSURER D :
	INSURER E :

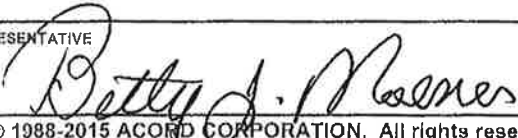
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		PHPK2017123	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2017123	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201900020038	07/31/2019	07/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Sexual/Physical Abuse or Molestation Professional Liability			MFL-005193-0719	07/31/2019	07/31/2020	\$3,000,000 Per Occurrence \$6,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured with respects to General Liability, per PI-GLD-HS (10/11)

CERTIFICATE HOLDER Oxnard School District Pupil Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** May 6, 2020

Agenda Section: Section D: Action Items

Approval of NGSS Science Curriculum (DeGenna/Batista)

The Board of Trustees will take action on the selection and purchase of NGSS Science materials for grades 6th – 8th (McGraw Hill Inspire Science). The 2019-20 school year was dedicated to the piloting of materials for the NGSS Science 6th-8th adoption.

FISCAL IMPACT:

Estimated Cost: Total: \$962,216.38 (this is for this is an 8-year quote that includes collaboration kits along with one year of refills for those kits. Note that the student workbooks will automatically be replenished each year for the life of the adoption.) To be paid out of: Textbook funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of English Learner Services and Science that the Board of Trustees approve the selection and purchase of NGSS Science materials with McGraw Hill Inspire Science.

ADDITIONAL MATERIALS:

Attached: [NGSS Science Curriculum Recommendation](#)



NGSS Science Curriculum Recommendation

for Grades 6-8



CA NGSS TIME

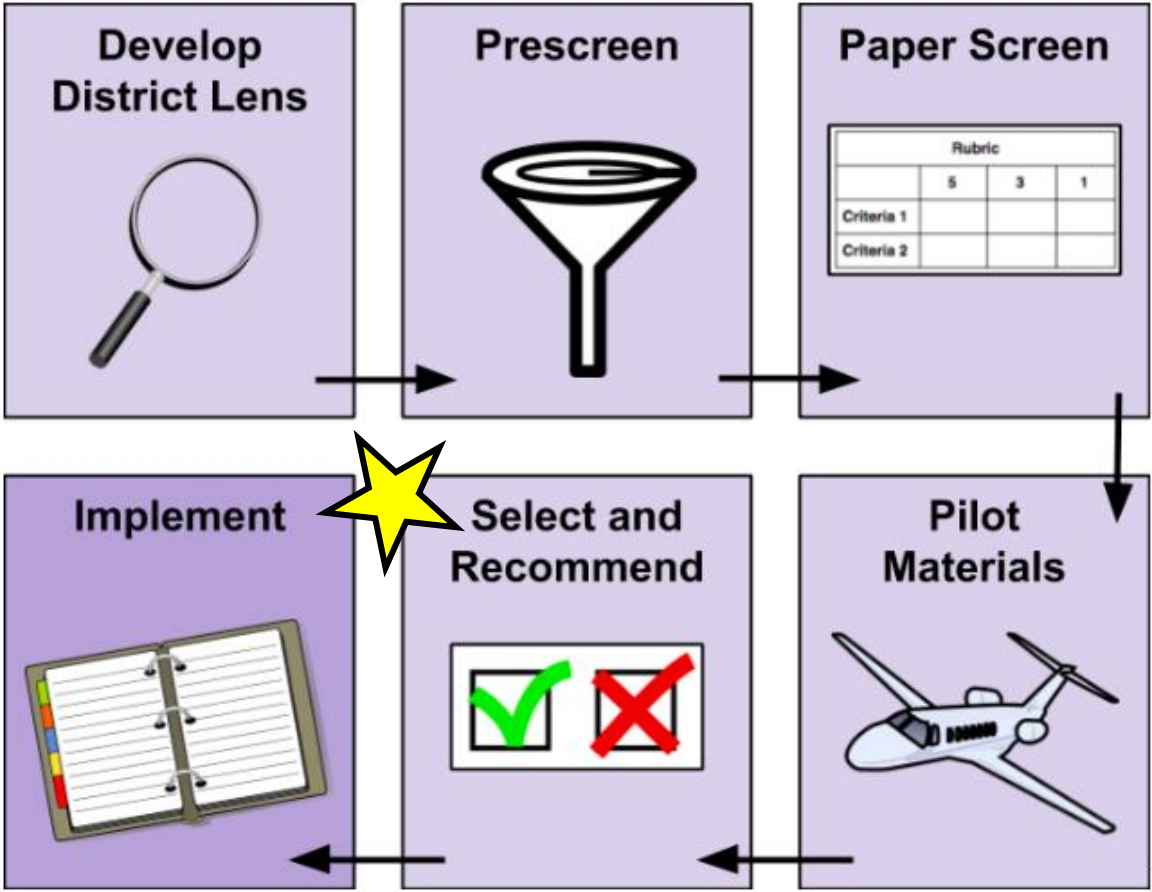
California Next Generation Science Standards
Toolkit for Instructional Materials Evaluation



A Project of the CA NGSS Collaborative

Adapted from the original work of K-12 Alliance @WestEd, BSCS, and Achieve

CA NGSS TIME Road Map





OSD District Lens

- Preferred Integrated
- Approved by California Dept. of Education
- 6-8th grade
- ELD Support
- Comes with Supplies/Materials

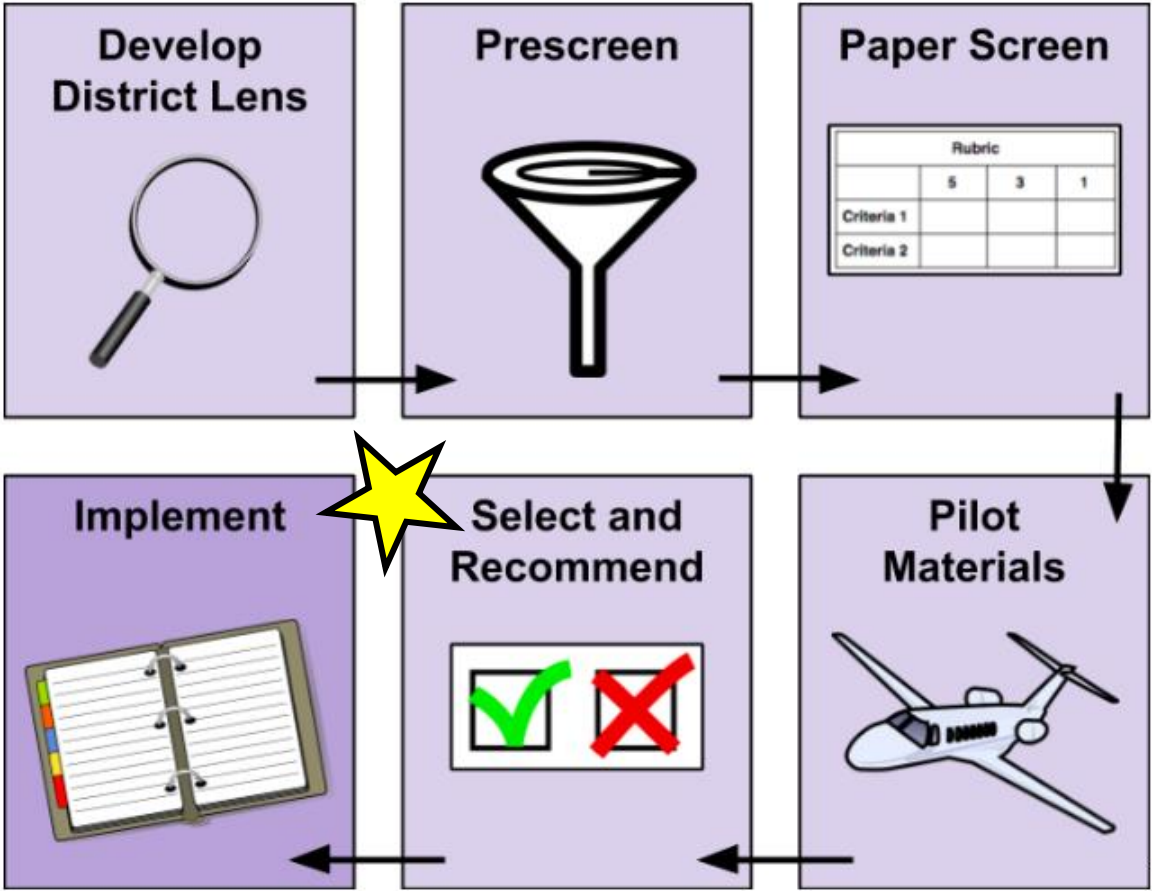
The Pilot Team



Schools

- Chavez
 - Curren
 - Driffill
 - Frank
 - Fremont
 - Haydock
 - Kamala
 - Lemonwood
 - Soria
- 6 – 6th grade teachers
 - 5 – 7th grade teachers
 - 6 – 8th grade teachers
 - 1 – 7/8 Special Education teacher

CA NGSS TIME Road Map



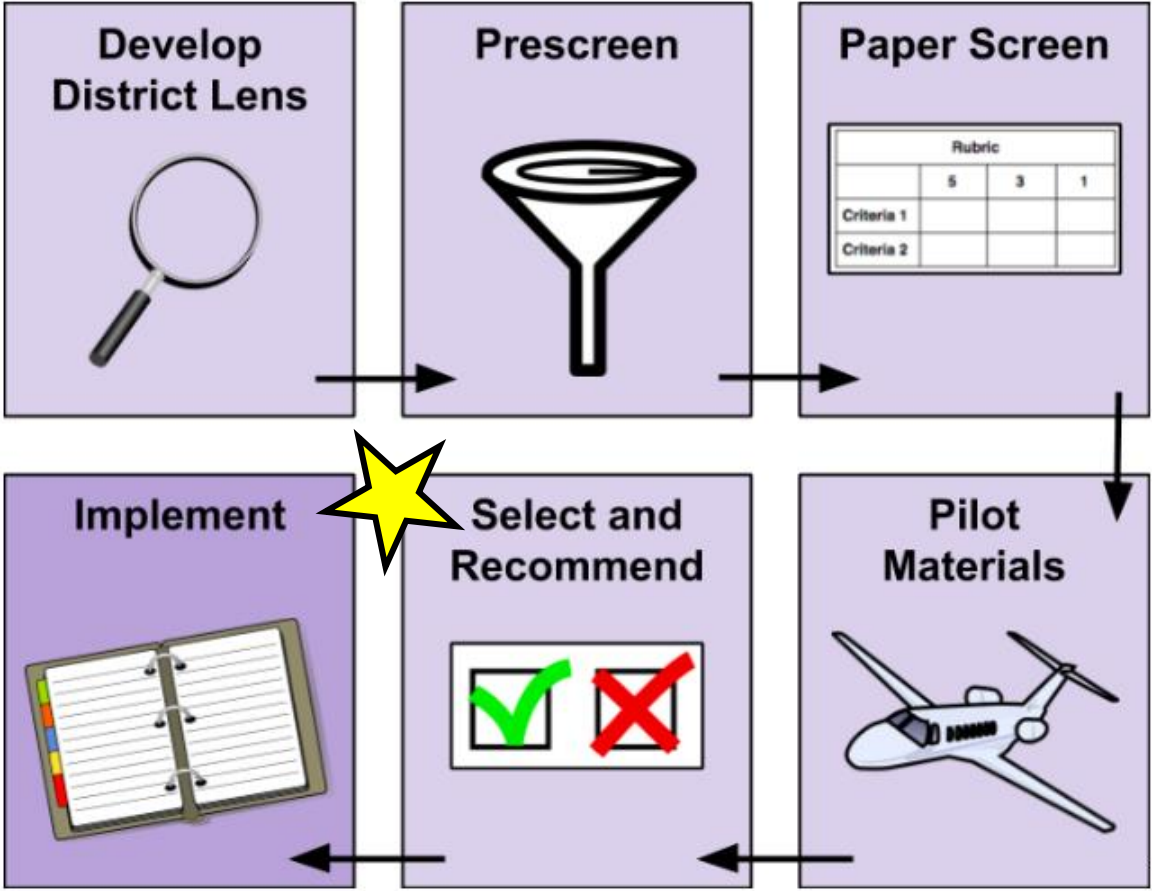


The Paperscreen Process

Scoring: Reaching Consensus

- all participants contribute ideas and evidence for their scores
- view differences as helpful rather than as a hindrance; disagree publicly
- paraphrase the discussion when needed and seek to understand each other's point of view
- not a unanimous vote, but something the team can “live with”

CA NGSS TIME Road Map



////////////////////

Piloting the Materials

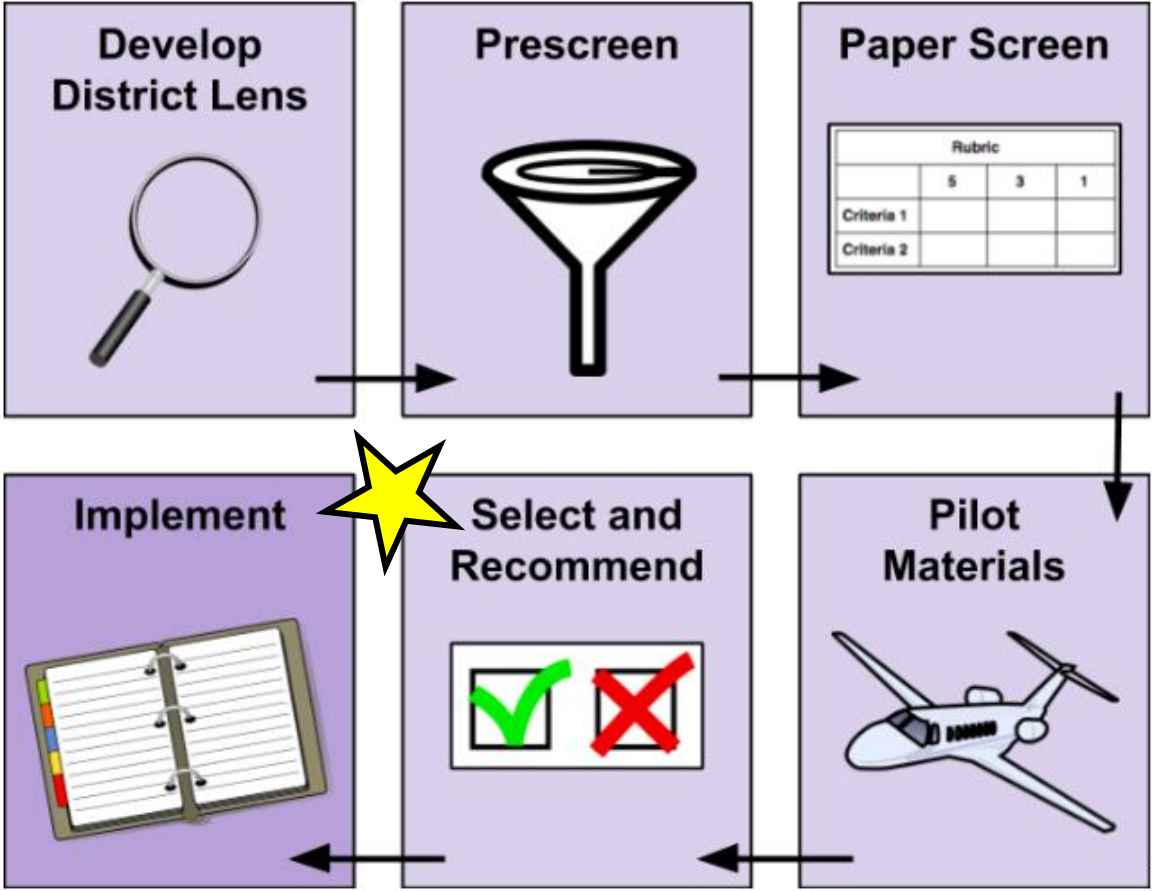
Fall 2019



Winter 2020



CA NGSS TIME Road Map



Roses and Thorns

Roses

- Strengths
- Positives
- Successes



Thorns

- Limitations
- Areas for improvement
- Challenges



Scoring: Reaching Consensus for Selection and Recommendation

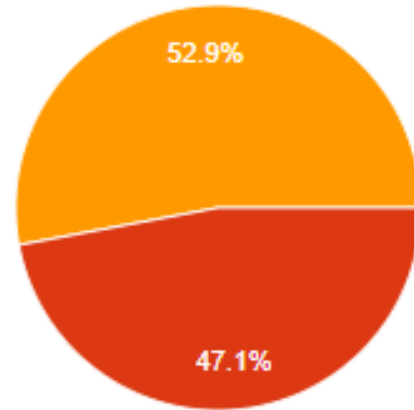
- Each team member agrees he/she can support the program ultimately recommended by the pilot team
- Each team member has a responsibility to support the adoption and its implementation throughout the district

Levels of Support

- **I strongly agree** with this program and can support it
- **I can support** this program. I am willing to go along with this choice.
- **I have concerns** and cannot support this program.

STEMscopes (Middle School)

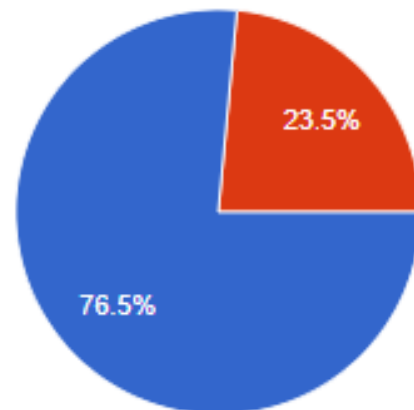
17 responses



- I strongly agree with this program and can support it.
- I can support this program. I am willing to go along with this choice.
- I have concerns and cannot support this program.

McGraw Hill Inspire Science (Middle School)

17 responses



- I strongly agree with this program and can support it.
- I can support this program. I am willing to go along with this choice.
- I have concerns and cannot support this program.



Pilot Team Recommendation:





- For any questions or concerns, please contact Sarah Raskin at sraskin@oxnardsd.org



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: May 6, 2020

Agenda Section: Section D: Action Items

Differential Pay For Certificated Management, Salary Deductions Due to Absence From Duties; Exhaustion of Available Sick Leave (Vaca)

In adherence to Ed. Code 44977, during each school year, when a Certificated Manager has exhausted all accumulated available sick leave, and continues to be absent on account of illness or accident for an additional five (5) school months, the employee shall have deducted from his/her salary the amount that would be paid to a substitute, whether a substitute is employed or not. Often these positions are temporarily filled by retired administrators. In this scenario, Certificated Management employees may not receive any amount of compensation when the pay rate of the retired administrators is higher than theirs.

In order to correct this, Administration is requesting the Board's authorization to add language into the Certificated Managers' salary schedule, stating that Certificated Managers shall receive no less than 50% of their pay when their position is covered by a retired administrator being compensated at a higher rate of pay than the employee's.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the proposed differential pay for certificated management, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section D: Action Items

Consideration and Approval of Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be Held on November 3, 2020 (Aguilera-Fort)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the second Friday in December 2020. The County Superintendent of Schools has adopted Resolution #20-01, which consolidates OSD’s Governing Board Member Election with all other elections held in the district on November 3, 2020.

Resolution #19-34 is presented herewith for the Board’s consideration.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 3, 2020.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Resolution #19-34 \(2 pages\)](#)
[Ventura County Superintendent of Schools Resolution #20-01 \(3 pages\)](#)

**Resolution #19-34 of the Oxnard School District
Ordering a Regular Governing Board Member Election,
Ordering Consolidation with Other Elections, and
Constituting “Specification of the Election Order”
to be held on November 3, 2020**

WHEREAS, The Oxnard School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, The Oxnard School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 3, 2020; and

WHEREAS, Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS, Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

1. The election shall be held on Tuesday, November 3, 2020.
2. The purpose of the election is to elect **two regular term vacancies and one short term vacancy** to the Governing Board of Oxnard School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code Section 10418.

The Clerk of the Board of Trustees shall cause a copy of this resolution to be delivered to the County Superintendent of Schools and the officer conducting the election at least 123 days prior to the election pursuant to Education Code Section 5322.

The County Superintendent of Schools shall cause a copy of this resolution to be delivered to the County Clerk at least 120 days prior to the date of the election.

The foregoing resolution was duly and regularly adopted by the Board of Trustees of the Oxnard School District this 6th day of May, 2020, by the following vote:

AYES: _____

NOES: _____

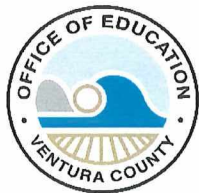
ABSENT: _____

President of the Board of Trustees
of the Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Board of Trustees of the District named therein at a duly constituted (regular) (special) meeting of said Board which was held on the 6th day of May, 2020, as it appears upon the minutes of the said meeting.

Clerk of the Board of Trustees
of the Oxnard School District



**RESOLUTION NO. 20-01 of the
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,
COUNTY BOARD OF EDUCATION AND
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS
IN VENTURA COUNTY, CALIFORNIA
TO BE HELD ON TUESDAY, NOVEMBER 3, 2020**

WHEREAS, Election Code Section 1302(b) requires a Board Member election be held on November 3, 2020, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the second Friday in December next succeeding the election; and

WHEREAS, Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an “Order of Election”; and

WHEREAS, Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

WHEREAS, Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 3, 2020;

FURTHERMORE, Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

FURTHERMORE, I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of March, 2020.



Stanley C. Mantooh
Ventura County Superintendent of Schools

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF
EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER
ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 3, 2020**

District	Elections
Briggs Elementary	(2) Regular Term Vacancies
Conejo Valley Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #5
Fillmore Unified	(2) Regular Term Vacancies
Hueneme Elementary	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #4
Mesa Union Elementary	(2) Regular Term Vacancies
Moorpark Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #4 Trustee Area # 5
Mupu Elementary	(1) Regular Term Vacancy
Oak Park Unified	(2) Regular Term Vacancies
Ocean View	(2) Regular Term Vacancies
Ojai Unified	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #4
Oxnard Elementary	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #4
Oxnard Union High School	(2) Regular Term Vacancies
Pleasant Valley Elementary	(2) Regular Term Vacancies
Rio Elementary	(2) Regular Term Vacancies
Santa Clara Elementary	(1) Regular Term Vacancies
Santa Paula Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #4 Trustee Area #5
Simi Valley Unified	(3) Regular Term Vacancies Trustee Area # A Trustee Area # B Trustee Area # C
Somis Union Elementary	(2) Regular Term Vacancies
VC Board of Education	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #5
Ventura Unified	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #3
VC Community College District	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #4

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section D: Action Items

Approval of Revised Hiring Practice (Aguilera-Fort)

The administration proposes implementing a hiring practice effective July 1, 2020, whereby new employees will be hired into Step B of the classified salary schedule. In this way the District will comply with the principle of the Living Wage without requiring a raise across the salary schedule, which is not possible in the current fiscal climate.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that beginning July 1, 2020 the District begin hiring and placement of employees starting only at Step B salary of \$14.40.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- January 15, 2020, Regular Board Meeting
- January 29, 2020, Special Board Meeting
- February 5, 2020, Regular Board Meeting
- February 19, 2020, Regular Board Meeting
- March 4, 2020, Regular Board Meeting
- March 27, 2020, Special Board Meeting
- April 1, 2020, Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

- Attached:** [Minutes 1-15-20 \(14 pages\)](#)
[Minutes 1-29-20 \(3 pages\)](#)
[Minutes 2-5-20 \(10 pages\)](#)
[Minutes 2-19-20 \(10 pages\)](#)
[Minutes 3-4-20 \(10 pages\)](#)
[Minutes 3-27-20 \(5 pages\)](#)
[Minutes 4-1-20 \(17 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES REGULAR BOARD MEETING Wednesday, January 15, 2020

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

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

Persons wishing to address the Board of Trustees, on any agenda item may do so by completing a **"Speaker Request Form"** and **submitting the form to the Asst. Supt. of Human Resources**. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

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Frontier Communications, Channel 37

Roll Call

Present: Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca, Rose Chaparro

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Robles-Solis called the meeting to order at 5:07 p.m.

A.2. Pledge of Allegiance to the Flag

Ms. Allison Cordes, Principal at Harrington School, Academy of Environmental Sciences & the Arts, introduced Zoe Covarrubias, 3rd grader in Mr. Hernandez' class, who led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Vision and Mission Statements were read in English by Michelle Andrade, 5th grader in Mrs. Crossett's class; and in Spanish by Juan Mora, 4th grader in Mrs. Mechling's class.

A.4. Presentation by Harrington School, Academy of Environmental Sciences and the Arts

Principal Cordes provided a short presentation to the Board regarding Harrington School, Academy of Environmental Sciences and the Arts. Following the presentation, on behalf of the Board, President Robles-Solis presented a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments.

I. Corrections to the closed session agenda:

2. should read:

Consider the request to Readmit Students, instead of Consider the request to Expel Students

- Case No. 18-14

- Case No. 19-01

- Case No. 19-02

Consider Expungement of Expulsion Records Request:

-Case No. 18-13

II. Action Items D.3 and D.4 moved up in the agenda to Preliminary A.14 and A.15

III. Consent Agenda Items C.1 and C.3 were moved to D.3 and D.4

IV. Consent Agenda Items D.13; D.14; D.15; D.16 and D.17 were moved to Action Items D.5; D.6; D.7; D.8 and D.9

Motion to adopt the agenda as amended

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

January 15, 2020

Mover: Debra Cordes
Seconder: Jesus Vega
Moved To: Approve
Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

A.6. Study Session re: Certificated Staffing Process (Bond/Vaca)

Dr. Jesus Vaca Assistant Superintendent of Human Resources and Support Services and, Dr. Ed Bond, Director of Certificated Human Resources, presented a study session on the certificated staffing process to shed light on the variables that affect staffing, the sequence of staffing and how it is that classes are created. The presentation included information on: staffing ratios as well as the process by which certificated staffing decisions are made; enrollment trends and the timeline followed for certificated staffing; the effect of declining enrollment on certificated staffing as well as other considerations, which affect staffing decisions, including the decision to issue Reduction in Force notifications.

Dr. Vaca, Dr. Bond, Ms. Janet Penanhoat and Dr. Ana DeGenna responded the Board questions on grants, programs and funds for class size reduction; grade span adjustment projections; average of teachers retiring; no reelected teachers; sufficient space for students and teachers.

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

No one addressed the Board.

A.8. Closed Session –

The Board convened to closed session to consider items on the Closed Session Agenda at 6:27 p.m.

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal counsel - Anticipated Litigation: one (1) case

Conference with Legal Counsel: Existing Litigation: two (2) cases

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

Consider the Request to Readmit:

- Case No. 18-14 (Action Item)
- Case No. 19-01 (Action Item)
- Case No. 19-02 (Action Item)

Consider the Request to Expunge Expulsion Records:

- Case No. 18-13 (Action Item)

3. 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 & Sawhney, LLP

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

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

4. Pursuant to Sections 54956.8 of the Government Code:
 Conference with Real Property Negotiators
 Property: 1051 South A Street, Oxnard, CA 93030
 Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP
 Under Negotiations: Instruction to agency negotiator on price and terms.
5. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code the Board will consider personnel matters, including:
 - Public Employee Appointment: Manager of Special Education
 - Public Employee Appointment: Math Manager

A.9. Reconvene to Open Session

The Board reconvened to Open Session at 7:19 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported that the Board would be returning to closed session after the regular board meeting to complete the closed session agenda.

A.11. Organization of the Board (Dr. Aguilera-Fort)

Part I: Election of the President of the Board for 2019-2020

Motion # 19-83 Approval to appoint Trustee Madrigal Lopez as President of the Board.

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 3 - Debra Cordes, Monica Madrigal Lopez, Veronica Robles-Solis,

Nays: 2 – Jesus Vega, Denis O'Leary

Motion Result: Passed

Part II: Election of Clerk of the Board for 2019-2020

Motion # 19-84 Approval to appoint Trustee Vega as Clerk of the Board.

Mover: Debra Cordes

Seconder: Jesus Vega

Moved To: Approve

Ayes: 3 - Debra Cordes, Jesus Vega, Denis O'Leary

Nays: 2 –Monica Madrigal Lopez, Veronica Robles-Solis

Motion Result: Passed

A.12. New Board Assume Seats

A.13. Appointment/Reappointment of Board Representatives to District Budget Advisory Committee (Dr. Aguilera-Fort)

Appointee: Trustee Cordes; Alternate: Trustee Madrigal Lopez

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

Motion: #19-85 Approval to appoint Trustee Debra Cordes as Representative of the Board to the District Budget Advisory Committee and President Madrigal Lopez as Alternate Representative of the Board to the District Budget Advisory Committee.

Mover: Debra Cordes

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Motion Result: Passed

A.14. Action Item D.3: Oxnard School District Audit Report, June 30, 2019 (Penanhoat/Crandall Plasencia)

Mr. Peter Glenn from Nigro & Nigro presented the Oxnard School District Audit Report, June 30, 2019.

Motion: #19-86 Approval of the Oxnard School District Audit Report, June 30, 2019

Mover: Debra Cordes

Second: Jesus Vega

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Motion Result: Passed

A.15. Action Item D.4: Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2019 (Penanhoat/Crandall Plasencia)

Mr. Peter Glenn from Nigro & Nigro presented the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2019.

Motion: #19-87 Approval of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2019.

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- Anjanette Carrillo, OEA Bargaining Chair and Oxnard resident: Master Construct and Implementation Plan Update.

- Stacie Thurman, President of the Oxnard Educators Association: Master Construct and Implementation Plan Update.

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

Section C: CONSENT AGENDA -

Motion: #19-88 Approval of the Consent Agenda as amended.

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

C.1. Approval of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

Item C.1 was moved to Action Item D.3

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

C.3. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Item C.3 was moved to Action Item D.4

C.4. Personnel Actions (Vaca/Nair-Villano)

As presented.

Section C: APPROVAL OF AGREEMENTS -

C.5. Approval of Agreement/MOU #19-183 – Ventura County Office of Education (DeGenna/Thomas)

Amount not to exceed \$1,000.00, to be paid with Title I funds.

C.6. Approval of Contractor Contingency Allocation No. 002 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/De Leon/CFW)

Contractor Contingency Allocation No. 002 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$61,945.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 002, the remaining balance of the Contractor Contingency Allocation will be \$764,019.26

C.7. Approval of Contractor Contingency Allocation No. 003 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/De Leon/CFW)

CCA No. 003 to CSA #17-41 with Bernards Bros. Inc. related to the McKinna Elementary School Reconstruct Project. CCA No. 003 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$92,059.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 003, the remaining balance of the Contractor Contingency Allocation will be \$671,960.26

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

January 15, 2020

- C.8. Approval of Contractor Contingency Allocation (CCA) No. 015 Associated with the Lemonwood ECDC Project (Penanhoat/De Leon/CFW)**
CCA No. 015 will be a COST to the Contractor Contingency Allocation line item of Amendment No. 001 to CSA #15-198 in the amount of \$44,848.34. This allocation will not increase the project's overall budget. After Board approval of CCA No. 015, the remaining balance of the Contractor Contingency Allocation will be \$29,908.63.

Section C: RATIFICATION OF AGREEMENTS -

- C.9. Ratification of Amendment #2 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)**
Amendment # 2, in the amount of \$745,670.00, is required to increase Special Education funding through the end of the agreement term, for a total agreement amount of \$1,045,670.00. Amount not to exceed \$745,670.00, to be paid with Special Education funds.
- C.10. Ratification of Amendment #1 to Agreement #19-149 - Ventura County Office of Education (DeGenna/Madden)**
Amendment #1 to Agreement #19-149 with Ventura County Office of Education, in the amount of \$641.07, to be paid with Special Education Funds.
- C.11. Ratification of Agreement #19-182 - Assistance League, Non-Public School, NPS (DeGenna/Madden)**
Agreement #19-182 with Assistance League School, NPS in the amount not to exceed \$37,950.00, to be paid out of Special Education funds.
- C.12. Ratification of Amendment #2 to Agreement #19-73 – California Department of Education – Child Development Division Contract #CSPP-9670 (DeGenna/Valdes)**
The amount of \$522,378.00 in additional funding to Oxnard School District, for a revised total maximum reimbursable amount of \$2,064,039.00.
- C.13. Ratification of Agreement #19-184 - Caldwell Flores Winters Inc. (Aguilera-Fort/Penanhoat)**
Moved to D.5
- C.14. Ratification of Change Order No. 015 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**
Moved to D.6
- C.15. Ratification of Change Order No. 016 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**
Moved to D.7

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

January 15, 2020

- C.16. Ratification of Change Order No. 017 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**
Moved to D.8
- C.17. Ratification of Change Order No. 018 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)**
Moved to D.9
- C.18. Approval of Work Authorization Letter #12 to NV5 West Inc. for DSA Materials Testing and Special Inspection Services (LOR) for the McKinna Elementary School Reconstruction (Penanhoat/De Leon/CFW)**
The amount of \$64,930.00, to be paid out of the Master Construct and Implementation Funds, within the approved project budget paid to NV5 West under Board approved Master Agreement #13-130.
- C.19. Ratification of Change Order No. 026 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction. (Penanhoat/De Leon/CFW)**
The amount of \$37,042.14, to be paid to Swinerton under Board approved Master Agreement #15-198 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the December 2019 six-month update. This approval will not increase the Project's overall budget.
- C.20. Ratification of Change Order No. 027 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction (Penanhoat/De Leon/CFW)**
The amount of \$24,997.96, to be paid to Swinerton under Board approved Master Agreement #15-198 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update. This approval will not increase the Project's overall budget.

Section D: ACTION ITEMS

- D.1. Approval of Board of Trustees/Superintendent District Vision, Mission and Goals & Objectives for 2019-2020 School Year (Dr. Aguilera-Fort)**

The Board of Trustees in consultation with the Superintendent drafted the goals for this school year based on data and current needs of the District.

Motion: #19-89 Approval of the Board of Trustees/Superintendent District Vision, Mission and Goals & Objectives for 2019-2020 School Year, with the correction of Dr. Jesus Vaca name.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve as Amended

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

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

D.2. Approval of the Single Plan for Student Achievement: Soria School (DeGenna/Thomas)

The SPSA contains a budget that details how school site funds would be spent to support improved student achievement. Dr. DeGenna informed there were two minor corrections made to the document.

Dr. DeGenna answered the Board questions regarding Soria's programs, waiting lists and about the possibility of an after school program for Kindergarten.

Motion: #19-90 Approval of the School Plan for Student Achievement: Soria School as amended

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve as Amended

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Motion Result: Passed

D.3. Consent Agenda Item C.1 Approval of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

The Board discussed the implementation Program Update. Mr. Emilio Flores from CFW answered the Board questions on declining enrollment and redirecting funding to other schools; input of the Board, staff and community on planning of schools; measure R and D and CFW profit. Ms. Penanhoat, Assistant Superintendent of Business and Fiscal Services, clarified the purpose of 2019 semi-annual implementation program approval and the possible alternatives.

Motion #19-91 Approval of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program with the amendment that the Board would meet within two months to discuss any adjustments to future expenditures.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Motion Result: Passed

D.4. Consent Agenda Item C.3: Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

As presented.

Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services and Ms. Janet Penanhoat, Assistant Superintendent of Finance and Fiscal Services, responded the Board questions regarding the cut of the Accounting Specialist III position and the adjustments made to other positions.

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

January 15, 2020

Motion: #19-92 Approval of the Establish/Abolish/Increase/Reduce of Hours of Positions

Mover: Denis O'Leary

Secunder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

D.5. D.5.) Consent Agenda Item C.13: Ratification of Agreement #19-184 - Caldwell Flores Winters Inc. (Aguilera-Fort/Penanhoat)

CFW representatives and Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal Services, responded the Board questions regarding grants not related to facilities; the period of the contract.

Motion: #19-93 Approval to ratify Agreement #19-184 - Caldwell Flores Winters Inc.

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Motion Result: Passed

D.6. Consent Agenda Item C.14: Ratification of Change Order No. 015 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)

CFW representatives responded questions of the Board regarding the changes.

D.6; D.7; D.8 and D.9 were approved in Motion #19-94

Motion: Motion #19-94 Approval of:

D.6.) Consent Agenda Item C.14: Ratification of Change Order No. 015 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project;

D.7.) Consent Agenda Item C.15: Ratification of Change Order No. 016 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project;

D.8.) Consent Agenda Item C.16: Ratification of Change Order No. 017 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project;

D.9.) Consent Agenda Item C.17: Ratification of Change Order No. 018 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

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Nays: 1 - Denis O'Leary
Motion Result: Passed

D.7. Consent Agenda Item C.15: Ratification of Change Order No. 016 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)

D.6; D.7; D.8 and D.9 were approved in Motion #19-94

D.8. Consent Agenda Item C.16: Ratification of Change Order No. 017 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)

D.6; D.7; D.8 and D.9 were approved in Motion #19-94

D.9. Consent Agenda Item C.17: Ratification of Change Order No. 018 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/De Leon/CFW)

D.6; D.7; D.8 and D.9 were approved in Motion #19-94

Section E: APPROVAL OF MINUTES -

E.1. No minutes were submitted for approval.

Section F: BOARD POLICIES -

F.1. Board Policies, Regulations and Bylaws
No Board policies were submitted for approval.

Section G: CONCLUSION

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

- Dr. Aguilera-Fort welcomed back all the staff to the second half of the school year.
- Informed that, the previous week the Principals and Assistant Principals work session on the expectations and evaluation process criteria took place.
- Indicated that Dr. DeGenna, Dr. Vaca and himself would conduct formal evaluations with timelines and established criteria. By the end of the year, the Board would receive general information regarding the outcomes.
- Informed that Dr. DeGenna and the Educational Services Team co-facilitated and designed the Leadership Team Convening for teachers, administrators, community outreach specialists and other leadership support staff to plan the second half of the school year, based on data and strategic actions to support student learning.
- Indicated that the following week, the Institute for Educational Leadership out of Washington D.C. would hold meetings on the District. One of the key purposes was to gather the experience and opinions of the different groups and families in the district including the African-American families, Mixteco and other groups to hear their voice on how we are serving specific groups in the community. The Board would be receiving a report and tangible recommendations on what needs to be fine-tuned and reshaped on the positive work with families coming out of the

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January 15, 2020

Oxnard School District, so all families and students know and experience that their needs are met.

- Informed that the process to gather input from the community to rename Haydock Academy had begun. The survey had been placed on the website and several meetings with different members of the community would take place. An external facilitator would help with the meetings. Dr. Ginger Shea and Ms. Letitia Austin would lead the data gathering and the rest of the work.

(Trustee Robles-Solis requested that the survey be placed in Facebook, Trustee O'Leary mentioned he received a call regarding the school renaming).

- Informed the Board that the team at the central office was working on the financial situation, analyzing what the OSD had; how to invest the funds; and possible solutions to the financial situation and adjustments and/or reductions needed. The administration, unions and the constituency are part of these work sessions to find ways to make reductions while still meeting the needs of the students. There would be a Special Board Meeting to inform the Board.

- Welcomed everyone again.

- Thanked Ms. Rose Chaparro, Executive Assistant leaving the District, for her work and support.

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

Trustee Robles-Solis

- Wished all the staff and students a happy new year and welcomed them back.

- Congratulated the new Board President, Monica Madrigal Lopez

Trustee Cordes

- Congratulated the new President of the Board, Monica Madrigal Lopez and the new clerk Dr. Jesus Vega.

- Wished everyone a happy new year.

- Extended her condolences to Bethany Morris' family for her passing.

Trustee O'Leary

- Congratulated President Madrigal Lopez.

- Expressed his dissatisfaction for not being able to bring up items on the agenda, which he thought were important. Encouraged the new president to allow discussion and vote.

- Expressed his hopes to have a discussion on class size reduction and the possible use by the District of a lobbying firm to glean additional funding towards the District and start placing academics up front.

- Announced this was his last year on the Board.

- Encouraged the new president to change the agenda brought by the administration when asked by two other trustees.

- Welcomed students, teachers and staff.

Trustee Vega

- Congratulated the new president.

- Expressed his agreement with Trustee O'Leary to start having crucial conversations.

- Requested an update of the work done regarding traffic safety outside the schools.

(Trustee O'Leary seconded the request).

- Expressed he is looking forward to school visits.

President Madrigal Lopez
- Welcomed everyone back to school.
- Expressed she was looking forward to the great work coming ahead.
- Agreed with Trustee Vega that it is important to follow through with the updates requested.
- Expressed that as President of the Board she would consider all trustees' concerns and that she is willing to work as a team.

CLOSED SESSION

Closed Session

The Board reconvened to closed session at 9:15 p.m. until 10:30 p.m.

Report out of closed Session

Motion: #19-95 Approval to appoint Ms. Theresa McGee as Manager of Special Education

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Absent: 1 - Denis O'Leary

Motion Result: Passed

Motion: #19-96 Approval to appoint Julie Prater as Math Manager

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Absent: 1 - Denis O'Leary

Motion Result: Passed

Motion: #19-97 Approval of student readmission in Case No. 18-14

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 3 - Debra Cordes, Monica Madrigal Lopez, Veronica Robles-Solis,

Nays: 1 - Jesus Vega

Absent: 1 - Denis O'Leary

Motion Result: Passed

Motion: #19-98 to Approval of student readmission in Case No. 19-01

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Absent: 1 - Denis O'Leary

Motion Result: Passed

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

January 15, 2020

Motion: #19-99 Denial of student readmission in Case No. 19-02

Mover: Veronica Robles-Solis

Seconded: Debra Cordes

Moved To: Deny

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Absent: 1 - Denis O'Leary

Motion Result: Passed

G.3. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 10:36 p.m.

Mover: Debra Cordes

Seconded: Veronica Robles-Solis

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Absent 1 - Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of January 15, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

January 15, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES
SPECIAL BOARD MEETING
Wednesday, January 29, 2020
6:00 - 8:00 p.m.
Board Room

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

Persons wishing to address the Board of Trustees, on any agenda item may do so by completing a "Speaker Request Form" and submitting the form to the Asst. Supt. of Human Resources. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

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Roll Call

Present: Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca

Section A: PRELIMINARY

A. 1. Call to Order and Roll Call

President Madrigal Lopez called the meeting to order at 6:05 p.m.

A.2. Pledge of Allegiance to the Flag

The Pledge of Allegiance was recited.

A.3. Adoption of Agenda (Superintendent)

On motion by Trustee Robles-Solis seconded by Trustee Cordes and carried on a roll call vote of 5-0, the agenda was adopted as presented.

A.4. Public Comments (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)

- Pete R. Plascencia, Haydock school renaming.
- Manuel Gonzales, Haydock school renaming.
- Lorraine and Arthur Carmona, Haydock school renaming.
- Jess Ramirez, Haydock school renaming.
- Fernando Carmona, Haydock school renaming.

A.5. Budget Update - (Aguilera-Fort)

The Board received a budget update. This study session offered the Board an opportunity to provide input and direction into the development of recommendations to be incorporated to the draft documentation.

A.6. Closed Session

The Board of Trustees convened to closed session to consider the following item:

Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator.

Agency negotiators: OSD Assistant Superintendent of Human Resources and Support Services, and Garcia & Sawhney, LLP

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

Section G: CONCLUSION

G.1. Adjournment

President Madrigal Lopez adjourned the meeting at 9:10 p.m.

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

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

January 29, 2020

Absent 1 - Denis O'Leary
Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of January 29, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

January 29, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES REGULAR BOARD MEETING Wednesday, February 5, 2020

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

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

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

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Roll Call

Present: Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca, Monica Noriega.

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

The President Madrigal Lopez called the meeting to order at 5:03 p.m. A roll call of the Board was conducted.

A.2. Pledge of Allegiance to the Flag

Mr. Scott Carroll, Principal at Haydock School, Academy of Arts and Sciences, introduced Jasmine Garcia, 8th grader in Mr. Driver's class, who led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Vision and Mission Statements were read in English by Crystal Guzman, 8th grader in Mrs. Hagierman's class; and in Spanish by Melissa Fabian, 6th grader in Mr. Madrigal's class.

A.4. Presentation by Haydock School, Academy of Arts and Sciences.

Principal Carroll provided a short presentation to the Board regarding Haydock School, Academy of Arts and Sciences. Following, Trustee Vega, on behalf of the Board, presented a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as amended:

Item A.13 in the agenda was amended to include the roll call vote for the approval of Resolution #19-20.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis.

Nays: 1 Denis O'Leary

Motion Result: Passed

A.6. Study Session: California Dashboard Report (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent of Educational Services, provided the Board with a report on the California Dashboard.

After the presentation, Dr. DeGenna answered the Board questions regarding the ELPAC, support for students, absenteeism, suspension rate and District placement.

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

No one addressed the Board.

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

February 5, 2020

A.8. Closed Session

The Board convened to closed session at 6:17 p.m. to consider items in the Closed Session agenda.

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel - Anticipated Litigation: 1 case
Conference with Legal Counsel - Existing Litigations: 5 cases

OAH Case No. 2019-11-0130
OAH Case No. 2019-10-1227
OAH Case No. 2019-11-0955
OAH Case No. 2016-10-0009
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

A.9. Reconvene to Open Session

The Board reconvened to Open Session at 7:12 p.m.

A.10. Report Out of Closed Session

President Madrigal Lopez indicated that the Board would go back to Closed Session later.

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Dr. Vaca, Assistant Superintendent Human Resources and Support Services introduced Ms. Julie Prater, Math Manager and Ms. Theresa McGee, Interim Manager, Special Education and highlighted their accomplishments. Ms. Pratt and Ms. McGee thanked the Board for the opportunity.

A.12. PBIS Awards Recognition (DeGenna/Ridge)

Mr. Chris Ridge, Director of Pupil Services, presented the five schools in Oxnard School District that recently received a recognition from the California PBIS Coalition:

Brekke – platinum;
Driffill – silver;
Frank – silver;
Ramona – silver;
Rose Avenue – platinum

The Board recognized the schools for their work on developing systems and practices that create a positive and supportive environment within the schools.

A.13. Adoption and Presentation of Resolution #19-20 for National School Counseling Week, February 3-7, 2020 (DeGenna/Ridge)

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

Mr. Chris Ridge, Director of Student Services spoke about the important work of school counselors and the tremendous impact they have in helping students achieve school success. The Board read Resolution #19-20.

Motion #19-100 Approval of Resolution #19-20 for National School Counseling Week, February 3-7, 2020

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- John Thompson, renaming of Haydock school, proposed Ignacio S. Carmona
- Jess Ramirez, renaming of Haydock school, proposed Ignacio S. Carmona
- Fernando Carmona, renaming of Haydock school, proposed Ignacio S. Carmona
- Art Carmona, renaming of Haydock school, proposed Ignacio S. Carmona
- Lorraine Carmona, renaming of Haydock school, proposed Ignacio S. Carmona
- Peter R. Plascencia, renaming of Haydock school, proposed Ignacio S. Carmona
- Marv King, Presented the Board the State of the Region Report

Section C: CONSENT AGENDA -

Motion: #19-101 Approval of the Consent Agenda

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

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

Approval of Personnel Actions, as presented.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Approval abolish and increase of the positions, as presented.

C.3. Enrollment Report (Penanhoat)

Informational only.

C.4. Purchase Order/Draft Payment Report #19-05 (Penanhoat/Franz)

As submitted.

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

February 5, 2020

- C.5. Approval of Senior Executive Assistant to the Superintendent Job Duties (Nair-Villano)**
Approval of job duties of Senior Executive Assistant to the Superintendent, as presented.

Section C: APPROVAL OF AGREEMENTS -

- C.6. Approval of Agreement #19-188 - Pediatric Therapy Services, LLC (DeGenna/Madden)**
The amount not to exceed \$160,000.00 to be paid out of Special Education funds.
- C.7. Approval of Agreement/MOU #19-190 - kid-grit, LLC (DeGenna/Shea)**
The amount of \$6,600.00 to be paid out of ASES funds.
- C.8. Approval of Contractor Contingency Allocation No. 004 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)**
CCA No. 004 will be a COST to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of Eighty-Seven Thousand Dollars and Zero Cents (\$87,000.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 004, the remaining balance of the Contractor Contingency Allocation will be Five Hundred Eighty-Four Thousand Nine Hundred Sixty Dollars and Twenty-Six Cents (\$584,960.26).
- C.9. Approval of Contractor Contingency Allocation No. 005 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)**
CCA No. 005 will be a COST to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of Ninety-Five Thousand Seven Hundred Thirty-Two Dollars and Zero Cents (\$95,732.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 005, the remaining balance of the Contractor Contingency Allocation will be Four Hundred Eighty-Nine Thousand Two Hundred Twenty-Eight Dollars and Twenty-Six Cents (\$489,228.26).

Section C: RATIFICATION OF AGREEMENTS -

- C.10. Ratification of Agreement #19-185 - Casa Pacifica School (DeGenna/Madden)**
The amount of \$30,886.00, to be paid out of Special Education funds.
- C.11. Ratification of Agreement #19-186 - Ventura County Office of Education (DeGenna/Madden)**
Amount not to exceed \$31,574.40, to be paid from Special Education funds.
- C.12. Ratification of Agreement/MOU #19-191 - Mary Macias (DeGenna/Santamaria)**
The amount not to exceed \$3,840.00 to be paid from Title 1 funds.
- C.13. Ratification of Change Order No. 019 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/CFW)**

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

Seventy Thousand Eight Hundred Twenty-Eight Dollars and No Cents (\$70,828.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

C.14. Ratification of Work Authorization Letter #13 to NV5 West Inc., for DSA Inspector of Record (IOR) Services for the Lemonwood Elementary School ECDC Project (Penanhoat/CFW)

Forty-Four Thousand Four Hundred Forty Dollars and Zero Cents (\$44,440.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to NV5 West Inc. under Board approved Master Agreement #13-130.

C.15. Ratification of Change Order No. 020 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Sixty-One Thousand Two Hundred Sixty-Four Dollars and No Cents (\$61,264.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

C.16. Ratification of Change Order No. 021 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Thirty-Three Thousand Five Hundred Forty-Four Dollars and No Cents (\$33,544.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

C.17. Ratification of Change Order No. 022 to Construction Services Agreement #17-117 with Bernards Bros. Inc. to Adjust Costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Twenty-Six Thousand Eight Hundred Eleven Dollars and No Cents (\$26,811.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

C.18. Ratification of Agreement/MOU #19-192 - Just Communities Central Coast (Aguilera-Fort)

The amount of \$6,600.00 to be paid out of General funds.

Section D: ACTION ITEMS -

No Action items were approved at this meeting.

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

Section E: APPROVAL OF MINUTES -

E.1. Approval of Minutes

- December 18 Regular Board meeting

Motion: #19-102 to approve December 18 Regular Board Meeting minutes

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

Section F: BOARD POLICIES –

F.1. First Reading of Board Policies, Regulations and Bylaws

The Board reviewed the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and adopted them for a first reading:

Students

BP/AR 5141.21 – Administering Medication and Monitoring Health Conditions

Instruction

BP 6115 - Ceremonies and Observances

Section G: CONCLUSION

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

Dr. Karling Aguilera-Fort

-Reported he had visited Haydock Academy that morning and interacted with the students participating in the WEB-WOW activity that was taking place at the school.

-Shared that he was very pleased when he visited classes and found out that students were able to share and articulate the subject of the class on what he called interactive learning.

-Reported that the past week the Institute for Educational Leadership and himself met with different community groups to find out what they thought the District was doing for them and what they thought had to be changed. After analyzing the data, the Institute would give their recommendations

-Informed the renaming of Haydock had a tremendous response. Expressed the renaming policy had been followed and facilitation of the process helped to focus on the renaming and not on other kind of conversations. Encouraged the people that had not given their input to do it. The survey would open again for a short time.

-Reported he joined President Madrigal Lopez, and Trustees Robles-Solis and O'Leary at the Martin Luther King Jr. freedom walk to represent the District.

-Reported that 2 weeks before, a shooting took place outside McAuliffe school. Dr. Aguilera-Fort thanked McAuliffe staff and the principal for their reaction handling the situation. He also recognized that there were a few processes -especially in the area of communication- that had to be fine-tuned to be 100% prepared.

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

February 5, 2020

-Shared that the City of Oxnard had approved a crossing guard on one of the streets between Ramona and Chavez. There would be another traffic analysis to confirm if additional support would be needed. Highlighted Ms. Norma Magaña's efforts requesting and providing data, and pushing the City. Dr. Aguilera-Fort also, announced that there would be another safety meeting at Ramona.

-Informed about the Budget Planning status. There would be hard decisions taken and that the Advisory Committee and the LCAP team were working together to protect education.

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

Trustee Robles-Solis

-Expressed that her thoughts and prayers were with Officer Martin and Mr. Lopez' families.

-Thanked the counselors for their work.

-Reported she also walked the Martin Luther King Jr. march and hoped next year the OSD would had a bigger representation.

Trustee Cordes

-Expressed she could not attend the Martin Luther King Jr. march but indicated that one of the speakers was a student from the District. Encouraged the participation of students of all schools in the Martin Luther King Jr. march.

-Expressed her condolences to the Martin and Lopez families.

-On McAuliffe situation, she expressed that parents and community should step up too.

-Appreciated Haydock Academy presentation at the Board meeting.

-Acknowledged the PBIS presentation.

-Reminded everyone that the Educational Foundation Gala would take place that coming weekend.

Trustee O'Leary

-Thanked Dr. Aguilera-Fort, the staff and Oxnard Police Department for their response.

-Expressed his sympathies to the Lopez family, requested to fly flags at half-mast in Honor of Mr. Lopez on February 14.

Trustee Vega

-Expressed his condolences to the Lopez and Martin families.

-Spoke about the importance of self-care.

President Madrigal Lopez

-Expressed her condolences for the Lopez and Martin families and the families of the victims of the helicopter crash in Calabasas the previous week.

-Reported she attended the Martin Luther King Jr. march.

Expressed that the District has to be aware and ready for events like the one that took place in McAuliffe.

-Thanked counselors for their everyday work.

CLOSED SESSION

The Board Reconvened to Closed Session at 8:24 p.m.

REPORT OUT OF CLOSED SESSION

Motion: #19-103 OAH case # 2019-11-0955

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

Mover: Veronica Robles-Solis
Seconded: Debra Cordes
Moved To: Approve
Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

Motion: #19-104 OAH case # 2019-10-1227

Mover: Debra Cordes
Seconded: Veronica Robles-Solis
Moved To: Approve
Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

Motion: #19-105 OAH case # 2019-11-030

Mover: Veronica Robles-Solis
Seconded: Debra Cordes
Moved To: Approve
Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

Motion: #19-106 OAH case # 2019-10-0009

Mover: Debra Cordes
Seconded: Veronica Robles-Solis
Moved To: Approve
Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,
Motion Result: Passed

G.3 **ADJOURNMENT**

President Madrigal Lopez adjourned the meeting at 8:55 p.m.

Mover: Debra Cordes
Seconded: Veronica Robles-Solis
Moved To: Approve
Ayes: 5 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes, Denis O'Leary
Motion Result: Passed

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

February 5, 2020

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of February 5, 2020, on motion by Trustee _____, seconded by Trustee_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

February 5, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES REGULAR BOARD MEETING Wednesday, February 19, 2020

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

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

Persons wishing to address the Board of Trustees, on any agenda item may do so by completing a **"Speaker Request Form"** and **submitting the form to the Asst. Supt. of Human Resources**. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

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Roll Call

Present: Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca.

Section A: PRELIMINARY

A.1 Call to Order and Roll Call

President Madrigal Lopez called the meeting to order at 5:05 p.m.

A.2 Pledge of Allegiance to the Flag

Dr. Jodi Nocero, Principal at Kamala School, Academy of Arts and Technology, introduced Vidal Lozano, 2nd grader in Ms. Gaspar's Class, who led the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision Statement was read in English and Spanish by Lizbeth Vargas, 6th grader in Ms. Scholbrock's class; the District's Mission Statement was read in English and Spanish by Sophia Rivera, 1st grader in Ms. Calderon and Ms. Wickenden's Class.

A.4 Presentation by Kamala School, Academy of Arts and Technology.

Principal Nocero provided a short presentation to the Board regarding Kamala School, Academy of Arts and Technology. Following the presentation Trustee Vega presented a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

The agenda was adopted with one change:

Removal of item C.3 Approval of Notice of Completion, Thurgood Marshall Elementary School New Classroom Building Project to be brought back on March 4th Regular Board meeting.

Mover: Debra Cordes

Seconder: Robles-Solis

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis.

Nays: 1 - O'Leary

Motion Result: Passed

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

No one addressed the Board.

A.7 Closed Session

The Board of Trustees convened to closed session to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

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

February 19, 2020

Conference with Legal Counsel - Existing Litigation: 1 case
Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

Consider the Request for Expulsion:

- Case No. 19-05 (Action Item)

3. 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

4. Pursuant to Sections 54956.8 of the Government Code:

Conference with Real Property Negotiators

Property: 1051 South A Street, Oxnard, CA 93030

Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP

Under Negotiations: Instruction to agency negotiator on price and terms.

5. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code the Board will consider personnel matters, including:

- Public Employee(s): Discipline/Dismissal/ Release
 - a. Resolution #19-22 regarding Non-Reelection of Probationary Certificated Employees – CONFIDENTIAL

A.8 Reconvene to Open Session

The Board reconvened to open session at 7:09 p.m.

A.9 Report Out of Closed Session

Motion #19-107 Approval of - Expulsion Case No. 19-05

Mover: Debra Cordes

Seconder: Robles-Solis

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, O'Leary.

Motion Result: Passed

Motion #19-108 Approval of Resolution #19-22 Non reelection of probationary and release of temporary certificated employee #10684

Mover: Debra Cordes

Seconder: Robles-Solis

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, O'Leary.

Motion Result: Passed

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

A.10 Recognition for Driscoll’s and Berry Pack on behalf of Migrant Families (DeGenna/Batista)

Dr. Marlene Batista gave some words of appreciation for the donations of Driscoll's Philanthropy Team and Berry Pack and indicated that the recognition would be delivered personally to those two organizations.

A.11 Adoption of Resolution #19-23 In Recognition of Dolores Huerta Day, April 10, 2020 (Aguilera-Fort)

Ms. Maritza Avila, teacher at Kamala spoke about the Assembly Bill 2644 added Section 37222.20 to the Education Code and the curriculum that would be added for the observance of Dolores Huertas Day. Next Ms. Ruby Torres, 7th grade student at Kamala spoke about the positive inspiration of Dolores Huertas among students.

The Board read and approved Resolution #19-23 and remembered and recognized Dolores Huertas service to Oxnard community.

Motion: #19-109 Adoption of Resolution #19-23

Mover: Denis O'Leary

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

-Robert Wagstaff, donate his time to Shawna Wagstaff

-Shawna Wagstaff, concerned about the lack of para-assistants.

-Ruby Torres, Adoption of Resolution #19-23 (A.11)

-Maritza Avila, Adoption of Resolution #19-23 (A.11)

Section C: CONSENT AGENDA -

The agenda was adopted as amended:

Removal of item C.3 Approval of Notice of Completion, Thurgood Marshall Elementary School New Classroom Building Project to be brought back on March 4th Regular Board meeting.

Motion: #19-110 Approval of the Consent Agenda as amended.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

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

C.1 2019-2020 2nd Quarter Williams VCOE Activity Report (Vaca/Magaña)

C.2 Personnel Actions (Vaca/Nair-Villano)

Section C: APPROVAL OF AGREEMENTS -

C.4 Approval of Agreement #19-196 - Ojai Raptor Center (DeGenna/Wennes)
The amount of \$550.00 to be paid out of Title 1 funds.

C.5 Approval of Contractor Contingency Allocation No. 007 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)
CCA No. 007 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruct Project. CCA No. 007 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Eighty-Three Thousand Eighteen Dollars and Zero Cents (\$83,018.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 007, the remaining balance of the Contractor Contingency will be Three Hundred Eleven Thousand Seven Hundred Fifty-Two Dollars and Twenty-Six Cents (\$311,752.26).

C.6 Approval of Contractor Contingency Allocation No. 008 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)
CCA No. 008 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Ninety-Five Thousand One Hundred Fifty-Seven Dollars and Zero Cents (\$95,157.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 008, the remaining balance of the Contractor Contingency will be Two Hundred Sixteen Thousand Five Hundred Ninety-Five Dollars and Twenty-Six Cents (\$216,595.26).

C.7 Approval of Contractor Contingency Allocation No. 006 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)
CCA No. 006 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Ninety-Four Thousand Four Hundred Fifty-Eight Dollars and Zero Cents (\$94,458.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 006, the remaining balance of Contractor Contingency will be Three Hundred Ninety-Four Thousand Seven Hundred Seventy Dollars and Twenty-Six Cents (\$394,770.26).

Section C: RATIFICATION OF AGREEMENTS -

C.8 Ratification of Agreement #19-194 – Heinemann (DeGenna/Cordes)
The amount not to exceed \$4,800.00 to be paid out of Title 1 funds.

C.9 Ratification of Agreement #19-195 - Ventura County Office of Education (DeGenna/Madden)

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

Amount of \$29,172.00 to be paid out of Special Education funds.

- C.10 Ratification of Agreement #19-189 - Assistance League, Non-Public School, NPS (DeGenna/Madden)**
Amount not to exceed \$8,050.00 to be paid out of Special Education funds.
- C.11 Ratification of Agreement #19-197 – California State University Northridge (Vaca/Bond)**
- C.12 Ratification of Agreement/MOU #19-198 – The Abundant Table (Penanhoat/Lugotoff)**
Amount of \$650.00 to be paid out of Child Nutrition funds.
- C.13 Ratification of Agreement #19-193 - Ventura County Office of Education for MTSS/Behavioral Health Services (DeGenna/Ridge)**
Oxnard School District will receive \$161,340.00 annually for services rendered as outlined in this MOU.
- C.14 Ratification of Change Order No. 023 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)**
Twenty-Three Thousand Nine Hundred Twenty-Nine Dollars and No Cents (\$23,929.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District’s next Semi-Annual Update to the Master Construct and Implementation Program Report.
- C.15 Ratification of Change Order No. 024 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)**
Two Thousand Seventy-Four Dollars and No Cents (\$2,074.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If ratified, the increase to budget and the allocation from the Program Reserve will be reflected in the District’s next Semi-Annual Update to the Master Construct and Implementation Program Report.

Section D: ACTION ITEMS -

- D.1 Approval of a Variable Term Service Waiver in Speech Language Pathology for 2019-20 for Erin Rivera (Vaca)**

Motion: #19-111 Approval of a Variable Term Waiver in Speech Language Pathology for 2019-2020 for Erin Rivera

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

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

Motion Result: Passed

D.2 Approval of the Comprehensive Safe School Plans 21 Sites (DeGenna/Ridge)

Mr. Chris Ridge, Director of Pupil Services, provided a presentation to the Board on the Comprehensive Schools Plans for all 21 elementary and middle school sites. Each school site developed actions and services within its School Plan for Student Achievement that addresses the financial impact of ensuring that schools have a safe and orderly environment conducive to learning (OSD LCAP Goal #2).

The Board had questions and requests:

-Asked if information on safety protocols was offered to parent volunteers, Dr. Vaca, assistant Superintendent of Human Resources and Support Services, offered to add it on the packet for volunteers.

-Requested the results of the City of Oxnard study on cross guards and traffic safety. Superintendent Aguilera-Fort indicated that 4 schools were already in the study (Ramona, Lemonwood, Fremont and Chavez). The Board requested, this report to be presented as an Action Item, when finished.

-Requested information on McAuliffe incident and changes made after such incident. Ms. Mary Elisondo, Principal at McAuliffe, gave a report to the Board on that incident, the changes made and the conversations that took place on the meetings with other principals after the incident.

-Indicated that the Comprehensive Safe School Plans format was cumbersome, Mr. Ridge explained that there were required elements and particular language that must be followed on some parts.

-Asked if Plans were shared among schools to share ideas. Mr. Ridge took note of the observation.

-Asked if there were drills for the staff. Dr. Vaca explained that Risk Management had been doing drills involving the sites at least three times a year and Risk Management had meetings with the staff on how to respond to an emergency in coordination with the sites.

-Asked to update staff information in Harrington School Plan.

-Asked questions regarding evacuation locations and asked for changes to be made in Soria evacuation location.

Motion: #19-112 Approval of Comprehensive Safe School Plans

Mover: Debra Cordes

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis.

Motion Result: Passed

Section E: APPROVAL OF MINUTES -

E.1 Approval of Minutes

December 11, 2019 Special Board Meeting

Motion: #19-113 Approval of Minutes: December 11, 2019, Special Board Meeting

Mover: Denis O'Leary

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Ayes: 5 - Debra Cordes, Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis
Motion Result: Passed

Section F: BOARD POLICIES -

F.1 First Reading of Board Policies, Regulations and Bylaws

Dr. Vaca presented BP/AR 3580 District Records and AR 4040 Employee Use of Technology.

F.2 Second Reading of Board Policies, Regulations and Bylaws

- The Board had some questions regarding BP/AR 5141.21 Administering Medication and Monitoring Health Conditions.

Dr. DeGenna informed that Educational Services would research and provide information via transmittal.

- The Board asked some language to be added to the policy to prohibit bringing balloons to school/school sponsored events.

Section G: CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

Superintendent Aguilera-Fort gave a report on the Citizen Advisory Committee meeting for Haydock renaming, and highlighted that the District is following thoroughly the Board policies. Dr. Aguilera-Fort explained the process in more detail and provided the Board with information about the work conducted by Dr. Ginger Shea and Ms. Letitia Austin.

He reported the District is doing its best to provide information for parents and community on the enrollment process for the different programs through meetings at school sites and the at the District office.

Reported that last week he attended his first Oxnard Education Foundation Awards Gala and he acknowledged the teachers that received awards.

Introduced and welcomed to the District Mr. Mike Palyoc, new Director of Facilities. Mr. Palyoc thanked the Board the opportunity to work with the District.

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

Trustee Robles-Solis

Thanked the Rotary Club for hosting next week tournament and thanked the coaches for their dedication.

Trustee Cordes

Thanked the Oxnard Education Foundation for the Gala and encouraged the members of the Board to attend.

Announced that the Kiwana Track Meet would take place on May 2 at Channel Islands High School and invited everyone to participate in it.

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

February 19, 2020

Thanked Dr. Noceros for the presentation as well as all the principals who attended the Board meeting that night.

Trustee O'Leary

Announced that on March 30 there would be several events to celebrate Cesar Chavez anniversary. Reminded schools that education and community services at schools are encouraged on this Day by the state law signed by Governor Greg Davies.

Requested the following items to be included on the agenda for vote:

- Update of living wages.
- A report as soon as possible on the City study about crossing guards and the recommendations from the District.
- A report on the accident at McAuliffe and the role that SROs in that situation.
- A presentation on measures taken to improve academics.
- A presentation, discussion and vote on class size reduction.
- A discussion and vote on a policy for the rotation of President and Clerk of the Board to reflect Oxnard district representation.

Trustee Vega

Congratulated the young-ladies team that won the Rotary tournament. Recommended parents to let kids play and coaches coach.

Requested a report on the City study about the school crossing guards, traffic safety and the District recommendations.

Requested an update on McAuliffe event on a weekly basis.

Requested a plan and its implementation to improve academics.

Trustee Madrigal Lopez

Requested and update on McAuliffe events.

Thanked Kamala for the presentation.

Expressed she enjoyed students participation in the meetings and reminded everyone to acknowledge all students and make sure they feel confident in a daily basis.

G.3 ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 8:39 p.m.

Mover: Veronica Robles-Solis

Secunder: Debra Cordes

Ayes: 5 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes, Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort Ed. D.

District Superintendent and
Secretary to the Board of Trustees

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

February 19, 2020

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of February 19, 2020, on motion by Trustee _____, seconded by Trustee_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

February 19, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES REGULAR BOARD MEETING Wednesday, March 4, 2020

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

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

Persons wishing to address the Board of Trustees, on any agenda item may do so by completing a "Speaker Request Form" and submitting the form to the Asst. Supt. of Human Resources. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

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Frontier Communications, Channel 37

Roll Call

Present: Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Jesus Vega, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca, Monica Noriega
Trustee Robles Solis arrived at 5:30 p.m.
Trustee O'Leary left at 11:15 p.m.

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Madrigal Lopez called the meeting to order at 5:07 p.m.

A.2. Pledge of Allegiance to the Flag

Mrs. Sally Wennes, Principal at Lemonwood School, Academy of Communications through Arts and Technology, introduced Isela Robles, 7th grader in Ms. Alvarez' Class, who led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Mission and Vision Statements were read in English by Delilah Mauga, 5th grader in Ms. Llamas' Class; and The District's Vision and Mission Statement was read in Spanish by Yuliana Martinez, 7th grader in Ms. Alvarez' Class.

A.4. Presentation by Lemonwood School, Academy of Communications Through Arts and Technology.

Principal Wennes provided a short presentation to the Board regarding Lemonwood School, Academy of Communications Through Arts and Technology. Following the presentation President Madrigal Lopez presented a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

The Agenda was approved with the following changes:

I. A.10 is eliminated from the Agenda since it was a repeat of item B.1

II. Item C.4 was tabled until further clarification

Motion to table Item C.4 until further clarification

Mover: Denis O'Leary

Seconder: Jesus Vega

Ayes: 3 - Jesus Vega, Monica Madrigal Lopez, Denis O'Leary

Nays: 1 – Debra Cordes

Absent: 0 – Veronica Robles-Solis

Motion Result : Passed

Adoption of the agenda as amended

Mover: Debra Cordes

Seconder: Jesus Vega

Ayes: 3 - Jesus Vega, Monica Madrigal Lopez, Debra Cordes

Nays: 1 – Denis O'Leary

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

March 4, 2020

Absent: 0 – Veronica Robles-Solis

Motion Result : Passed

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

-Ilene Gonzales, donated her time to Anjanette Carrillo

-Anjanette Carrillo, OEA Bargaining Chair: Cuts

-Stephanie Hammer, donated her time to Amanda Wilson

-Amanda Wilson, OEA: Health benefits negotiations

-Stacie Thurman President of OEA: Bargaining/negotiations

-Leslie Hernandez spoke on behalf of her mother Patricia Perez: Counselors reduction

-Elba Serrato: Employees/ORCs cuts

-Miguel Rodriguez: Haydock renaming and ORCs cuts

A.7. Closed Session

The Board reconvened to closed session at 5:32 p.m. to consider:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

Conference with Legal Counsel - Existing Litigation: 1 case

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

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

The Board will consider student matters including:

- Case No. 19-05 Expulsion, Readmission and Expungement of Records (Action Item)

3. 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

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

a. Public Employee Discipline / Dismissal/ Release

- Resolution # 19-24 regarding Non-reelection of Probationary Certificated Employees (Confidential)

b. Public Employee Discipline / Dismissal/ Release

- Confidential

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

March 4, 2020

A.8 Reconvene to open Session

The Board Reconvened to open session at 7:11 p.m.

Report Out of Closed Session

A.9. President Madrigal Lopez announced that the Board would reconvene to closed session later.

Section B: PUBLIC COMMENT/HEARINGS

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

-Francisco Barba; Cyntia Gracia Dowe; Alicia Garcia; Sophia Garcia; Elena Victoria Garcia; Lidia Mendoza donated their time to Ana del Rio Barba

-Ana del Rio Barba: Restart of Haydock renaming process - Citizen Advisory Committee

-Soledad Barragan, donated her time to Jessica Vargas

-Jessica Vargas: Parent comments on Haydock renaming. Process should continue as voted.

-Heidi Trevison, librarian at Mc Auliffe: Counselors cuts

-Maria Elena Saldana Aldana: Counselors cut

-Maria Elena Saldana Aldana; Alejandra Flores; donated their time to David G. Garcia

-David G. Garcia: Restart Haydock renaming process

-Tracy Gordon: Criteria for layoffs

-Lauren Dann: Reduction in force and budget

-Pearl Diaz, parent: Advocating for counselors

-Leticia Solano and Felipe Martine: Counselors reduction

Section C: CONSENT AGENDA -

The Consent agenda was approved as amended.

Motion: #19-114 Approval of the Consent Agenda as amended

Mover: Veronica Robles-Solis

Secunder: Debra Cordes

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis.

Absent: 1 - Denis O'Leary.

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

As presented

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

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

March 4, 2020

The amount of savings for campus assistant would be \$10,862 to General Funds.
The amount of Campus Assistant of \$ 13,788 to be paid out of General Fund.

C.3. Enrollment Report (Penanhoat)

District enrollment as of January 31, 2020 was 15,680. This was 488 less than the same time, last year.

C.4 Request for Approval of Out of State Conference Attendance

This item was tabled to be considered in a future meeting.

C.5. Purchase Order/Draft Payment Report #19-06 (Penanhoat/Franz)

As submitted.

Section C: APPROVAL OF AGREEMENTS -

C.6. Approval of Amendment #1 to Agreement #19-08 - Terra Firma Enterprises (Vaca/Magana)

The amount not to exceed \$4,985.00 out of the Safety Credits fund.

C.7. Approval of Agreement #19-199 - 101 Jumpers (DeGenna/Wennes)

The amount not to exceed \$1,180.00 out of Donations fund.

C.8. Approval of Agreement #19-200 - Children's Therapy Center (DeGenna/Madden)

The amount not to exceed \$3,000 to be paid out of Special Education funds.

C.9. Approval of Notice of Completion, Thurgood Marshall Elementary School New

Section C: RATIFICATION OF AGREEMENTS -

C.10. Ratification of Change Order No. 025 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Seven Hundred Two Thousand Seven Hundred Four Dollars and No Cents (\$702,704.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If approved, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

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

March 4, 2020

Section D: ACTION ITEMS

D.1. Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution No. 19-21. (Vaca)

Public comments:

- Emanuel Mejia; Angelica Fuentes Pantoja; Marisa Loya; Marisela Guillen; Elizabeth Cervantes, donated her time to Wendy Marinez
- Wendy Marinez: Role of school counselors/Reduction in force

The Board discussed and commented on the item and made questions regarding the role of counselors, teachers and school staff, the Resolution and possible impact, the Budget submittal to VCOE and the consequences of a negative Balance.

Dr. Jesus Vaca, Superintendent of Human Resources and Support Services responded the Board questions and presented the Resolution #19-21.

Motion: #19-115 Approval of Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #19-21

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 3 - Debra Cordes, Jesus Vega, Veronica Robles-Solis

Nays: 2 - Denis O'Leary, Monica Madrigal Lopez

Motion Result: Passed

D.2. Call for Nominations for CSBA Delegate Assembly (Dr. Aguilera-Fort)

The Board nominated the representative for the 2020 CSBA Delegate Assembly Jenny Fitzgerald and directed administration to submit the official ballot on behalf of the Board of Trustees.

Motion: #19-116 Nomination for CSBA Delegate Assembly

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Nays: 1 - Denis O'Leary

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

No minutes were presented for approval.

Section F: BOARD POLICIES

F.1. Second Reading of Board Policies, Regulations and Bylaws

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

March 4, 2020

Dr. Vaca presented revised policies BP/AR 3580 District Records and AR 4040 Employee Use of Technology.

Ms. Janet Penanhoat presented revised policy BP 6115 Ceremonies and Observances with the suggestions added by the Board.

Motion: #19-117 Approval of BP/AR 3580 District Records; AR 4040 Employee Use of Technology; BP 6115 Ceremonies and Observances

Mover: Veronica Robles-Solis P

Secunder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Karling Aguilera-Fort congratulated the members of the administration who received the Administrators of the Year of Region XIII award: Ms. Janet Penanhoat, Mr. Chris Ridge and Mr. Richard Caldwell.

Reported he attended the 38th annual African-American Speech Exposition. Congratulated the students and teachers for their wonderful job. Thanked Alpha Kappa for their amazing job organizing the event and making students feel confident and inspired.

Provided a report to the Board on the 2nd Citizen Advisory Committee meeting and indicated that the process complied with the Board policies and had a representation from different community organizations and informed the Board, that by majority vote, the Committee had decided to continue with the process.

Announced that Dr. Seuss Day Read Across America event took place in every school that week. Students, teachers, principals and parents were engaged in reading Dr. Seuss books. Expressed his hopes that love for reading would be permanent.

Expressed that he received financial challenges for 2019-20 and 2020-21. Indicated that his commitment was to plan also for next year and minimize the impact on staffing. He added that the team had considered all the possibilities and based on the decisions taken they would work to figure out how to reorganize and reshape before the end of the school year.

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

Trustee Robles Solis

Expressed her disappointment on the comments heard on the Haydock renaming process. She stated that the Board had been transparent and had listened to community. Ms. Robles-Solis expressed her hopes that everyone would move forward and work united to finish the process started by the students.

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

March 4, 2020

Trustee Cordes

Expressed disappointment on the comments heard concerning Haydock renaming. Indicated that there was an approved process that had to be followed and she was glad that most of the committee agreed to move forward.

Reported that she had visited three schools to read on Dr. Seuss Day and she would be visiting three more on the following days.

Reported she attended the 38th annual African-American Speech Exposition, encouraged other members of the Board to attend.

Reminded everyone about Kiwana track meet on May 2. Requested principals to organize a team and attend the event.

Trustee O'Leary

Expressed his concern about Haydock school renaming committee. Suggested that one of the District leaders should take over the facilitation task to save money.

Requested the following:

A discussion, proposal and vote on measures taken to advance academics. Indicated there had been discussions on this subject but not a vote in a long time.

A discussion and vote on class size reduction and the votes to be recorded.

A report on the Resolution and Policy "No me llames Oaxaquita" and implementation of the key components in that policy.

A report on safety measures taken regarding crossing guards, speed bumps and signs in streets around schools.

To study the possibility of closing a school to save funds and transferring the school District to that site and selling the actual school district office location.

To end immediately the MOU with the City of Oxnard concerning the School Resource Officers that would save over \$400,000 a year.

A discussion and vote on a resolution regarding the Board leadership rotation.

A report and vote on living wages. Indicated it had been over a year since last time they had that discussion.

Trustee Vega

Thanked the cabinet and staff for their hard work on trying to find a solution to the difficult problems the District faced. It is unfortunately but it is the reality and the District needs to be kept afloat.

Requested that his colleagues sitting around the table to start thinking on action items that pertain to the educational programs and how these would be affected on the next two years.

President Madrigal Lopez

Expressed she had no comments.

REPORT OUT OF CLOSED SESSION

Student matters: Case No. 19-05 Expulsion, Readmission and Expungement of Records

Motion: #19-118 Approval of Readmission and Expungement of Records

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,

Absent: 0 - Denis O'Leary

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

March 4, 2020

Motion Result: Passed

Personnel matters:

- Resolution #19-24 Non reelection of Probationary and Release of Temporary Certificated Employees

- Approval to provide notice of release to : PSL 8438; PSL 6300; PSL 9537

Motion: #19-119 Resolution #19-24 Non reelection of Probationary and Release of Temporary Certificated Employees

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

Motion: #19-120 Approval to provide notice of release to PSL 6300; PSL 9537

Mover: Veronica Robles-Solis

Seconder: Jesus Vega

Moved To: Approve

Ayes: 5 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Denis O'Leary

Motion Result: Passed

Motion: #19-121 Approval to provide notice of release to : PSL 8438

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis,
Abstention: 1 - Denis O'Leary

Motion Result: Passed

G.3 ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 11:20 p.m.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Absent 1 - Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort Ed. D.

District Superintendent and
Secretary to the Board of Trustees

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

March 4, 2020

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 4, 2020 on motion by Trustee _____, seconded by Trustee_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

March 4, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES
SPECIAL BOARD MEETING
Friday, March 27, 2020
2:00 -3:30 p.m.

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

***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**

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Roll Call

Present: Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca.

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Madrigal Lopez called the meeting to order at 2:02 p.m.

A.2. Pledge of Allegiance to the Flag

Superintendent Aguilera-Fort led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

Amendments to the agenda:

I. Roll Call took place at 2:02 p.m.

II. Section B Consent Agenda was changed into Action Item B.1:

A. Presentation on work done to ensure learning access to students (DeGenna/Penanhoat/Vaca)

B. Authorization to acquire WiFi Hot-spots to increase internet capabilities for students to engage in distance learning. (Dr. Aguilera-Fort/DeGenna-Penanhoat-Vaca)

The agenda was adopted as amended:

Motion: Approval of the Agenda as amended.

Mover: Jesus Vega

Secunder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis.

Motion Result: Passed

A.4. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)

- Gabriel Duran, resident and parent. Involvement of the public in meetings, concerned about people with no access to internet.

- Yessica, could not get connected

Section B: CONSENT AGENDA

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

March 27, 2020

NOTE: Section B CONSENT AGENDA was changed into ACTION ITEM B.1

B.1 A. Presentation on work done to ensure learning access to students (DeGenna/Penanhoat/Vaca)

- Dr. Ana DeGenna, Assistant Superintendent of Educational Services, provided the Board with a presentation on Distance Learning that comprised the areas of instruction, communication and support. Dr. DeGenna responded the Board questions regarding delivery of packets in every school; media channels used to contact families; internet access for students; communication between sites and families; tracking of families that picked up packets; involvement of teachers; development of lessons by teachers; grading guidelines and impact of grading on students.

- Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal Services, explained the services provided by the department to support schools, child nutrition services, facilities, transportation and maintenance services. Ms. Penanhoat responded the Board questions regarding sites that are delivering meals, amount of meals for families; custodial staff; meals for high school students; schedule of meals delivery.

-Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services, explained that work continues remotely and in a rotational basis, including risk management. Dr. Vaca also spoke about new additions made to the emergency Family Leave policies and public health directives; and about the questions that have arisen regarding the reduction in force process, transfer timelines, meetings with OEA, CSEA and OSSA.

B. Authorization to acquire WiFi Hot-Spots to increase internet capabilities for students to engage in distance learning. (Dr. Aguilera-Fort/DeGenna)

Superintended Aguilera-Fort explained the need to purchase WiFi Hot-spots to increase students' internet capabilities.

Superintendent Aguilera-Fort, Dr. DeGenna, Assistant Superintendent of Educational Services, Ms. Valery Mitchel, Director of Information Technology, and Ms. Nitasha Sawhney, Legal Counsel, responded the Board questions regarding Title I, state emergency funds, price of devices, possible over pricing, data rate plan for devices, devices per family/home, Hot-Spot vendors.

Motion: # 19-122 Approval to acquire WiFi Hot-Spots to increases internet capabilities for students to engage in distance learning.

Mover: Jesus Vega

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis.

Motion Result: Passed

Section C: CLOSE SESSION

C.1. Public Comments

-Yessica Alcantara, Outreach Specialist: Role of outreach specialists in schools

-Cecilia Born, Preschool teacher at Sierra Linda: concerned about the impact of the Corona virus outbreak on students and families

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

C.2 Closed Session

The Board of Trustees convened to closed session to consider the following items related to the District’s COVID-19 response:

1. 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 & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential
2. Pursuant to subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION: 2 cases

Section D: RECONVENE TO OPEN SESSION

D.1. Report Out of Closed Session

President Madrigal Lopez indicated there was nothing to report.

Section E: CONCLUSION

E.1. Adjournment

President Madrigal Lopez adjourned the meeting at 4:45 p.m.

Mover Veronica Robles-Solis

Seconder: Jesus Vega

Ayes 4 - Jesus Vega, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Absent 1 - Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

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

March 27, 2020

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 27, 2019, on motion by Trustee _____, seconded by Trustee_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

March 27, 2020

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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

MINUTES REGULAR BOARD MEETING Wednesday, April 1, 2020

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

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 9128
Webinar ID: 535-942-841

***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

Roll Call

Present: Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes, Karling Aguilera-Fort, Ana DeGenna, Janet Penanhoat, Jesus Vaca, Monica Noriega

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Madrigal Lopez called the meeting to order at 5:01 p.m. and thanked the community for the public comments received via e-mail. Following, she provided basic information on the Zoom teleconference system that would be used for the meeting. President Madrigal Lopez indicated that the meeting would not be broadcast through OPIE TV.

Ms. Valerie Mitchell, Chief Information Officer and meeting facilitator, answered the Board questions and explained that the meeting could not be broadcast through OPIE TV because the sound room did not allow for social distancing.

A.2. Pledge of Allegiance to the Flag

Superintendent Aguilera-Fort led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

President Madrigal Lopez read the District's Vision and Mission in English and Spanish.

A.4. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion: Approval of the agenda

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Nays: 1 - Denis O'Leary

Motion Result: Passed

A.5. Study Session on 2019-2020 Second Interim Budget and Proposed 2020-2021 Budget Reductions (Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal Services, presented a study session on the 2019-2020 Second Interim Budget Report for the Board consideration to file a Positive Certification with the Ventura County Office of Education. Ms. Penanhoat answered the Board questions regarding the 3% reserve, repercussions of a negative certification, Oxnard School District past certifications, appointment of a fiscal agent by the county, possible savings if closing a school due to low enrollment, possible use of funding if the district office property was sold.

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

April 1, 2020

Following, Ms. Penanhoat, presented the proposed budget reductions. Ms. Penanhoat answered the Board questions regarding the following topics: impact if not taking actions; differences between option 1, 2 and 3; furlough day for administrators; schools with least enrollment; schools that could have the Assistant Principal position eliminated; elimination or retention of the Outreach Assistant and Office Assistant positions; elimination of the Music programs in schools with no music strand; use of music classrooms if program was eliminated; reduction of counselors; reduction in hours for outreach specialists; need of counselors per school; furlough for all classified and certificated employees; school calendar for classified employees; floating/shared community outreach specialists and family liaisons.

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

- C. Sepulveda 149: Concerned about outreach assistants cuts and other cuts.
- Francisco: Criteria used for cuts, Board expenses.
- Mark Torres: Concerned about cuts of positions of individuals that work directly with students, possibility of selling the district office.
- Galaxy A 10, no answer.
- Chris Ledbetter, Computer Technician at OSD: Consider cuts at the top and keep as many resources for students as possible.
- Maritza Gutierrez, Outreach Specialist at Marshall: Abolish of Outreach Specialist positions, role of Outreach Specialist.
- Eliza: Offered resources.
- 432, Yessica Alcazar, Outreach Specialist: Spoke on behalf of all 20 outreach specialists, spoke about their role and the impact of reductions.
- Jennifer Merida: Spoke on behalf of classified staff to urge the Board not to pass Resolution #19-29, requested cuts in upper management.
- Galaxy A 10 E: Budget cuts, cuts criteria, repercussion of cuts on children.
- Maria G., mother of two students: Outreach specialists' cuts.
- Giber, father of two students: Pay cuts should be at the top administrative level. Administration furlough.
- Efrain Cazares: Resolution #19-29, impact of cuts on children education.
- Arturo Lopez, Bilingual Teacher at Harrington: Cuts, role of site technicians, outreach specialists, teachers and office staff.

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

April 1, 2020

- Saray Flores: Urged the Board to vote No on Resolution #19-29. Role of outreach assistants, teachers, site techs and office assistants. Consider cuts in the upper management.
- Brenda Muth (4 1/2 minutes per the Board), President of OSSA: Spoke on behalf of counselors at schools, role of counselors.
- Claudia Gonzales: Parent and member of the community, cuts and reduction in force, criteria for layoffs
- Maureen, no answer.
- Claudia Gonzales: Budget cuts, reduction in force, impact on families and students.
- Alicia Perez, Intermediate: School secretary, cuts at school site level, role of school secretaries.
- Diana Pelayo: Spoke on behalf of Intermediate school secretaries. Roles and reduction in force.
- Gabriel Teram, long time Oxnard resident and parent of students: Spoke to support outreach specialists.
- Angel Garcia, long time Oxnard resident and former student of Oxnard School District: Suggested a proactive approach versus a reactive approach to budget issues.
- Ezra, student: Cuts and reductions.
- Jabbar Wofford: Cuts and reductions, roles of the different positions. Low proportion of administrative cuts. Consider furloughs.
- AM, Site Technician: Reductions, role of Site Technicians.
- Mirna Rojas, parent President of ELAC at Elm: Concerned by the proposed cuts.
- Sierra Linda Student: Spoke on behalf of the personnel at her school that could lose their jobs amid the pandemic. Cut of the Drum Bus program.
- Claudia Jimenez, Outreach Specialist at the OSD: Role of ORCs specially during the pandemic.
- Marisol Brown, Paraeducator III at OSD: Concerned that cuts will hurt the community.
- Gloria, no answer.
- Hugo Alcala, long term resident and employee of the Oxnard School District: Impact of cuts and reductions. Requested the Board to vote No on Resolution #19-29.
- Moto E 6, parent: Impact of cuts, important role of the employees affected by cuts and reductions. Consider cuts in the salaries at the higher administrative level. Reconsider cuts.
- Beto G.: Impact of cuts and reductions in emergency times.

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

- Juliana Rivera Moreno, School Teacher at Harrington: Importance of employees in student success. Requested to reconsider cuts.
- Gloria del Aguila, Employee at Haydock, Child Nutrition Services: Future impact of cuts and reductions on students.
- D. Arevalo, Teacher at Lemonwood: Importance of Site Technicians, Outreach Assistants and essential employees.
- Amy: Differences between Outreach Specialists and Counselors. Roles of Outreach Specialists. Cuts and reductions impact on the district and the families
- Jennifer Lainez, former student: Impact of cuts and reductions on students' future success.
- Giuliana Moreno, already spoke.
- Maureen Aryeetey, Piano teacher: Her role and the positive impact of piano lessons on the students and negative impact of the cuts. Request the Board to explore other alternatives.

A.7. Closed Session

The Board convened to closed session at 8:32 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
 - Conference with Legal Counsel - Anticipated Litigation: 1 case
 - Conference with Legal Counsel - Existing Litigation: 6 cases
 - OAH Case No. 2019-12-0938
 - OAH Case No. 2019-12-0813
 - OAH Case No. 2019-12-0540
 - OAH Case No. 2019-12-0956
 - OAH Case No. 2019-12-0965
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Consider the Recommendation for Expulsion:
 - Case No. 19-10 (Action Item)
3. 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
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

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

- Public Employee Appointment:
 - Assistant Superintendent, Business & Fiscal Services

A.8. Reconvene to Open Session

The Board reconvened to open session at 9:27 p.m.

A.9. Report Out of Closed Session

President Madrigal Lopez indicated that the Board would reconvene to closed session later. The Board agreed to continue with A.10 and B.1 and afterward consider D.4 and D.5.

A. 10. Measure D Bond Oversight Committee Annual Report (Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal services read the Measure D Oversight Committee Annual Report on behalf of Mr. Pedro Chavez, outgoing Chair of the Committee. There were no audits findings on the 2018-19 audit review.

Section B: PUBLIC COMMENT/HEARINGS

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

- Efrain Cazares, Site Technician: Concerned about not having a live broadcast, urged the Board to vote No on Resolution #19-29, role of Site Technicians, cuts.

- Galaxy S1 0, no answer.

-Ruby Piedra, parent of a child at Lemonwood: Criteria for cuts and reductions, positions eliminated are needed,

- Ana del Rio Barba: Budget cuts, expressed that vote should be tabled due to lack of live broadcasting. Cuts should be at the administrative positions level. Direct support is a necessity. Suggested to consider 6% salary reduction across the board.

- Candice Olmos: Importance of the Site Technicians role. Need of technology. Adjustments or furloughs at administrative levels.

- Theresa Lopez: Spoke on support of Oxnard School District staff being layoff

- Galaxy S 10, no answer.

- Andres Olmos: Impact of Site Technicians and staff cuts and reductions on students and schools.

- Anjanette Carrillo: Bargaining Team of OEA: invited everyone to pause and reassess.

- Galaxy S 10, no answer Manger at Lemonwood: Role of staff at school sites. Cuts and reductions impact.

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

The following individuals commented on email form regarding: cuts and reduction of positions; alternatives to layoffs; criteria for layoffs; cuts in administrative positions; the roles of IT employees, outreach assistants, counselors; the impact of layoffs in students, families and the community; elimination of expenses for conferences and traveling; support for employees being layoff, furloughs for higher administrative positions; furloughs for all employees; concern about the lack of social distancing during the meal distribution; suggestions on meals distribution, decontamination of schools, taking temperature of workers that prepare meals, training workers to support calls before these are sent to teachers:

Jesus Cabral	Ledbetter Christopher	Virginia Dougherty
Marco Grajales	Brenda Ruckstuhl	Judith Lopez
Kimberly Sharp	Blanca Gaytan	Dianne Warner
Christopher Crum	Luz Chavez	Madhu Batra
Lydia Aguilar	Jennifer Braun	Jer Onimo
Amanda Dempsey	Tara Austin-Scott	Strauss Michael
Fernando Hernandez Alaniz	Alberto Sandoval	Carmen Alessandro
Susan Owechko	Stephanie Soriano	Yolanda Cypher
Danella Garis	Cecilia Alvarez	Christian Aguilera
Ana Del Rio	Mayra Gutierrez	Luisa Munoz
Gloria Del Aguila	Ray Mortimer	Jack Morales
Matthew Manley	Chris Crice	Alice P. Madrid
Raylene Aguilar	Esther Irigoyen Hong	David Willner
Diana Fernandez	Marlene Carbajal	Lorena Garcia De Toscano
Adriana Herrera	Russell Sharp	Yvette Pena
Norma Suarez	Manuel Lira	Sara Cedano
Monica Arias-Melgoza	Kimberly Haley	Diana Pelayo
Maritza Perez-Gutierrez	Angelica Barajas	Magdalena Tapia
Jenifer Solorio	Wendy Bone	Marisol Brown
Jennifer Moreno	Elvia Guevara	Ursula Marquez
Reyna Moreno	Manuel Ramos	Sharon Wagner
Maria Baeza	Timothy Fox	Nancy Booth
Claudia Jimenez	Katie Brown	Flor Magana Melgoza
Jennifer Merida	Pearle Diaz	Jesus Paz
Bria Singer-Schwarz	George Estrada	Mayra Cabrera
Jane Yanagihara	Jennie Vargas	Sami Gutierrez
Jennie Peraza	Robert Wagstaff	Richard Tucker
		An Le

D.4 Approval of Resolution # 19-29 to Eliminate /Reduce Classified Positions (Vaca)

The Board agreed to consider new items after 10:03 p.m.

Dr. Jesus Vaca, Assistant Superintendent of Human Resources and Support Services, recognized the work of all employees.

Based on Education Codes 45101, 45104, 45117, 45298 and 45308, Dr. Vaca presented Resolution #19-29 to eliminated/reduce classified positions as presented.

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

Dr. Vaca and Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal services, answered the Board questions regarding the required approval date, and clarified that item D.4 authorized the District to produce the layoff notice letters while Item D.5 would provide the option that would guide the actual layoffs. Dr. Vaca clarified the follow-up process.

Trustee O'Leary presented a motion to table item D.4 - Approval of Resolution # 19-29 to Eliminate /Reduce Classified Positions, until next meeting. Motion was not seconded.

Motion #19-123 - Approval of Resolution #19-29 to Eliminate/Reduce Positions

Mover: Jesus Vega

Secunder: Debra Cordes

Moved To: Approve

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Nays: 1 - Denis O'Leary

Motion Result: Passed

D.5 Approval of Budget Reduction Action Plan Recommendations (Aguilera-Fort/Penanhoat)

Superintendent Aguilera-Fort recommended the Board of Trustees to approve the Budget Reduction Action Plan Option #1 as presented to reach the \$13M of savings needed.

After a discussion President Madrigal Lopez introduced a motion to approve Option #2 keeping all counselors and eliminating all Outreach Assistants. The Board asked for clarification and Ms. Penanhoat, clarified which were the reductions in Option #2.

President Madrigal Lopez introduced a motion to approve Option #2 retaining all counselors, retaining all office assistant II at current locations. The motion was not seconded.

Trustee Cordes presented a motion to approve Option #1, reduce office assistants to 5.75 hrs, eliminate outreach assistants, retain 1 counselor at each school, eliminate the music program at all schools. The motion was not seconded.

Motion: #19-124 Approval of Option #2 abolishing counselors K-5.

Mover: Veronica Robles-Solis

Secunder: Debra Cordes

Moved To: Approve as Amended

Ayes: 2 - Veronica Robles-Solis, Debra Cordes,

Nays: 3 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez

Motion Result: Failed

Motion: #19-125 Reconsideration of item D.5

Mover: Jesus Vega

Secunder: Debra Cordes

Ayes: 3 - Jesus Vega, Monica Madrigal Lopez, Debra Cordes

Noays: 2 - Denis O'Leary, Veronica Robles Solis

Motion Result: Passed

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

Motion: #19-126 Approval of Option #1 as presented
Mover: Jesus Vega
Second: Debra Cordes
Moved To: Approve
Ayes: 2 - Jesus Vega, Debra Cordes,
Nays: 3 - Veronica Robles-Solis, Denis O’Leary, Monica Madrigal Lopez
Motion Result: Failed

Motion: #19-127 Reconsideration of item D.5
Mover: Veronica Robles-Solis
Second: Debra Cordes
Ayes: 3 - Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,
Nays: 2 - Jesus Vega, Denis O’Leary
Motion Result: Passed

Motion: #19-128 Approval of Option #2 with sharing counselors K-5 and keeping outreach assistants and office assistants 5.75 hrs. 1 at each site.
Mover: Veronica Robles-Solis
Second: Debra Cordes
Ayes: 2 - Veronica Robles-Solis, Debra Cordes,
Nays: 3 - Jesus Vega, Denis O’Leary, Monica Madrigal Lopez
Motion Result: Failed

Motion: #19-129 Reconsideration of item D.5
Mover: Debra Cordes
Second: Veronica Robles-Solis
Ayes: 3 - Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,
Nays: 2 - Jesus Vega, Denis O’Leary,
Motion Result: Passed

Superintendent Aguilera-Fort, proposed to keep all counselors, all outreach assistants and music programs at the schools that have music strands and abolish all office assistant II positions.

Motion #19-130 For the year 2020-21 only, approve Option #1 with the following changes: maintain all Counselor positions, maintain all Outreach Assistant positions, maintain the Music program only at the schools that have a music strand, and abolish all Office Assistant II positions.
Mover: Debra Cordes
Second: Veronica Robles-Solis
Moved To: Approve
Ayes: 3 - Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,
Nays: 2 – Jesus Vega, Denis O’Leary
Motion Result: Passed

B.2 Conduct Public Hearing and Consider Adoption of Resolution #19-30 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Penanhoat)/ (Hearing & Action Item)

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

Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal Services, introduced Mr. Andrew Bishop from Cooperative Strategies Llc. who presented the School Facilities Needs Analysis.

Public comments:

Mark Torres: Community member, asked about investments made by the District on school properties. Ms. Penanhoat explained that the developers fees are used to modernize schools and for the approved projects by voters under the Bonds.

Tricia Lopez: No answer.

Mr. Andrew answered the Board question regarding the current fees and new fees.

Motion: #19-131 Approval of Resolution #19-30

Mover: Denis O'Leary

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes.

Motion Result: Passed

B.3 Conduct Public Hearing and Consider Adoption of Resolution #19-31 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)/ (Hearing & Action Item)

Ms. Janet Penanhoat introduced Mr. Andrew Bishop from Coorporative Strategies Llc., who presented the Fees Justification Studies to increase of the statutory school fees imposed on new residential and commercial/industrial development projects. Pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 1, 2020, 60 days after the adoption date at the public hearing. Increase in the Level I fee to \$2.69 per square foot for all new residential development and up to \$0.436 per square foot for all new commercial/industrial development.

Public comments:

Tricia Lopez: Asked about the developers fees.

Motion: #19-132 Approval of Increase of the Statutory School Fees imposed on new residential and commercial/industrial development projects,

Mover: Debra Cordes

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes.

Motion Result: Passed

Section C: CONSENT AGENDA –

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

April 1, 2020

The Consent Agenda was approved as presented.

Motion: #19-133 Approval of the Consent Agenda

Mover: Denis O'Leary

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes.

Motion Result: Passed

C.1. Personnel Actions (Vaca/Jackson)

Approval of Personnel Actions as presented.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Jackson)

As presented.

C.3. Resolution #19-26 – School Bus CNG Tank Replacement Grant Program (Penanhoat/Briscoe)

C.4. Purchase Order/Draft Payment Report #19-07 (Penanhoat/Franz)

As submitted

C.5. Enrollment Report (Penanhoat)

District enrollment as of February 28, 2020 was 15,692. This is 483 less than the same time last year.

Section C: APPROVAL OF AGREEMENTS -

C.6. Approval of Amendment No. 003 to Agreement #16-249 with Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project (Penanhoat/CFW)

Fifty-Three Thousand Two Hundred Forty- Five Dollars and Zero Cents (\$53,245.00) to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the December 2019 six-month update

C.7. Approval of Contractor Contingency Allocation No. 009 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)

CCA No. 009 will be a COST to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of Thirty-Five Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$35,492.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 009, the remaining balance of the Contractor Contingency Allocation will be Two Hundred Seventy-Six Thousand Two Hundred Sixty Dollars and Twenty-Six Cents (\$276,260.26).

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

- C.8. Approval of a Contractor Contingency Allocation (CCA) No. 016 associated with the Lemonwood ECDC and Lemonwood Reconstruction Project (Penanhoat/CFW)**
CCA No. 016 will be a COST to the Contractor Contingency Allocation line item of Amendment #1 to CSA #15-198 in the amount of Fifty-Six Thousand Nine Hundred Seventy Dollars and Eighty-Seven Cents (\$56,970.87). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 016, the remaining balance of the Contractor Contingency Allocation will be Thirty-Six Thousand Four Hundred Fourteen Dollars and Twenty-Nine Cents (\$36,414.29).

Section C: RATIFICATION OF AGREEMENTS -

- C.9. Ratification of Amendment #1 to Agreement #18-238 - PRIDE Learning Co. (DeGenna/Madden)**
The amount of \$164,000.00 paid out of Special Education funds.
- C.10. Ratification of Amendment #1 to Agreement #19-65 - Children's Therapy Network (DeGenna/Madden)**
The amount of \$10,000.00 paid out of Special Education funds.
- C.11. Ratification of Amendment #1 to Agreement #19-131 - Casa Pacifica, NPS (DeGenna/Madden)**
Amount not to exceed \$27,846.00 to be paid out of Special Education funds.
- C.12. Ratification Agreement #19-201 with Merrill Educational Center, NPS (DeGenna)**
Amount not to exceed \$121,600.00. paid out of Special Education funds.
- C.13. Ratification of Agreement #19-202 – Cydney M. Fox dba/Audiology Solutions LA (DeGenna/Madden)**
Amount not to exceed \$30,000.00 paid out of Special Education funds.
- C.14. Ratification of Agreement #19-203 - Pathways 2 Speech (DeGenna/Madden)**
Amount of \$5,000.00 paid out of Special Education Funds.
- C.15. Ratification of Agreement #19-205 with Casa Pacifica, Non-Public School, NPS (DeGenna/Madden)**
Amount not to exceed \$25,833.00 to be paid out of Special Education funds.

Section D: ACTION ITEMS -

- D.1. Resolution #19-25 – Authorizing and Directing Staff to Prepay Outstanding 2010 Lease Agreement in Full from Lawfully Available Funds and Approving all Actions Relating Thereto (Penanhoat)**

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

April 1, 2020

Ms. Penanhoat, Assistant Superintendent of Business and Fiscal Services presented Resolution #19-25 to the Board and requested authorization from the Board to pay the balance due of 2017 Certificate of Participation, partially paid down. Prepaying the Lease would save the District approximately the amount of \$500,000 in future interest costs. Ms. Penanhoat explained the Board that this payment would be done out of the Developers Fees.

Motion: #19-134 Approval of Resolution #19-25

Mover: Debra Cordes

Second: Denis O'Leary

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

D.2. Approval of Use of Grants Resolution #19-27 for the Lemonwood Reconstruction Project (Aguilera-Fort/Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent of Business and Fiscal Services, introduced Mr. Greg Norman, who explained the reimbursement of use of grants on the Lemonwood reconstruction project.

Motion: #19-135 Approval Of Resolution #19-27

Mover: Veronica Robles-Solis

Second: Debra Cordes

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

D.3. Resolution #19-28 Authorizing the Issuance and Sale of 2020 Refunding General Obligation Bonds (Federally Taxable) in the Principal Amount of Not to Exceed \$95,000,000 for the Purpose of Refinancing Outstanding General Obligation Bonds and Refunding Bonds, and Approving Documents and Official Actions Relating Thereto (Penanhoat)

Ms. Penanhoat, Assistant Superintendent of Business and Fiscal Services, requested authorization for the issuance of bonds for \$95,000,000 for refunding.

Motion: #19-136 Approval Resolution #19-28 Authorizing the Issuance and Sale of 2020 Refunding General Obligation Bonds

Mover: Veronica Robles-Solis

Second: Denis O'Leary

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Motion Result: Passed

D.4. Approval of Resolution # 19-29 to Eliminate /Reduce Classified Positions (Vaca)
Item discussed earlier during the meeting.

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

D.5. Approval of Budget Reduction Action Plan Recommendations (Aguilera-Fort/Penanhoat)

Item discussed earlier during the meeting.

D.6. 2019-20 Second Interim Report (Penanhoat/Crandall Plasencia)

Ms. Janet Penanhoat, requested approval of 2019-20 Second Interim Report as presented, and authorize the filing of a Positive Certification with the Ventura County Office of Education.

Motion: #19-137 Approval of Second Interim Report

Mover: Veronica Robles-Solis

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis,

Debra Cordes,

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

No minutes were submitted for approval.

Section F: BOARD POLICIES -

F.1. Board Policies, Regulations and Bylaws

No policies were submitted for approval.

Section G: CONCLUSION

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

Superintendent Aguilera-Fort informed the Board that a communication had been sent to the families and staff confirming that schools campus would be closed until the end of the year. However, as mandated by California Governor and California Superintendent of Public Instruction, instruction would continue after Spring Break. He explained that Dr. DeGenna Assistant Superintendent of Educational Services was working with the staff to ensure that the required level of instruction was delivered online.

Acknowledged the Child Nutrition Department and thanked the volunteers that helped the department to deliver meals. They worked the entire week to prepare and distribute the packages for the families. Thanked the Warehouse Department for their support.

Thanked teachers for all their efforts in reaching students and for their instruction projects online. Recognized that there was still work to be done on distance learning instruction but work was continuing.

Indicated that on Friday there would be more information available.

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

April 1, 2020

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

Trustee Robles-Solis

Thanked the district staff that had been working at Drifill, Curren, Chavez and Fremont schools on meal distribution.

Thanked the teachers for their efforts in providing digital instruction.

Recommended everyone to stay safe and healthy at home.

Thanked the Superintendent for his leadership and expressed her confidence that with his leadership the district would move forward.

Requested an update via transmittal on the Hot Spots.

Trustee Cordes

Thanked all essential workers and administration at the sites and the district office.

Indicated the situation was unprecedented and unfortunate, but appreciated the fact that everyone was doing their part for the health and safety of the community.

Trustee O'Leary

Thanked everyone for their hard work and dedication, especially those that were on the layoff list discussed that day.

Requested the report on street safety outside schools by the Police Department after the unfortunate loss of a student outside Ramona School.

Requested a Report on Living Wage, an item that was on the agenda of the previous meeting that was cancelled, and requested also the option of a vote after the report.

Requested a report on a solid plan to improve academics among the student body.

Wished everyone to stay safe and healthy.

Trustee Vega

Expressed that the difficult decisions taken that day were going to affect students, teachers, staff and the community but had to be taken to keep the district solvent. The Board would rather focus on success of students, teachers and staff and equitable practices and opportunities for students, however, these crucial conversations and decisions had to be made since they had not been addressed in previous years, as they should.

Recognized the certificated and classified staff for their work.

Thanked the community for their support and constant communication.

Announced that on April 13 he would be vacating his position at the Oxnard School District School Board. Dr. Vega would not be residing in Oxnard, but he expressed that he would continue advocating adamantly for an accessible and equitable education.

He thanked the Board for their support and the members of the cabinet and their teams during his time serving as a Board member, and the legal team for their support. Dr. Vega also thanked his family and friends for their constant support. Encouraged Superintendent Aguilera-Fort to continue pushing his wonderful team to challenge the old ways and develop new ones.

President Madrigal Lopez

Acknowledged Dr. Vega for his time with the Board and his commitment for the district.

Recognized that the last two weeks had been difficult and the weeks ahead would not be easy as well.

Thanked the staff at the sites and the district office and to those working from home for their hard work trying to keep everything in order and bringing some of some normalcy for students.

Thanked Superintendent Aguilera-Fort for taking care of everything needed and for his commitment to the district.

Thanked everyone across the board for their good work and commitment.

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

G.3. Report out of Closed Session

Motion: #19-138 Approval of Settlement. Cases OAH Cases No. 2019-12-0938; 2019-12-0813; 2019-12-0540; 2019-12-0956 and 2019-12-1065

Mover: Debra Cordes

Seconded: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Absent: 1 - Denis O'Leary

Motion Result: Passed

Motion: #19-139 Approval of Recommendation of Expulsion Case No. 19-10

Mover: Veronica Robles-Solis

Seconded: Jesus Vega

Moved To: Approve

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Absent: 1 - Denis O'Leary

Motion Result: Passed

The Board appointed Betsy George as the new Assistant Superintendent of Business and Fiscal Services.

Motion: #19-140 Appointment of the new Assistant Superintendent of Business and Fiscal Services.

Mover: Jesus Vega

Seconded: Denis O'Leary

Moved To: Approve

Ayes: 5 - Jesus Vega, Denis O'Leary, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes,

Motion Result: Passed

G.4 ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 1:04 a.m.

Mover: Jesus Vega

Seconded: Veronica Robles-Solis

Ayes: 4 - Jesus Vega, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Absent 1 - Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

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

April 1, 2020

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of April 1st, on motion by Trustee _____, seconded by Trustee_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

April 1, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 6, 2020

Agenda Section: Section F: Board Policies, First Reading

Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

No Board policies will be approved at this meeting.

ADDITIONAL MATERIALS:

Attached: