

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Interim Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, October 4, 2023

5:00 PM - Open Meeting
5:30 PM - Closed Session to Follow
7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Erika Ragan, Principal, McKinna School, will introduce Sofia Ruiz, 5th grade student in Ms. Hernandez's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English and Spanish by Ashley Cruz, 5th grade student in Ms. Torres's class at McKinna School.

A.4. Presentation by McKinna School

Erika Ragan, Principal, McKinna School, will provide a short presentation to the Board regarding McKinna. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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

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

Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and
Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
Administrators, Classified Management, Confidential

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

- Consider the Request for Stipulated Expulsion
- Case No. 23-03 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release

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

A.9. Report Out of Closed Session

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

B.2. Public Hearing to Present Findings of Sufficient Instructional Materials for 2023-2024 and Request for Adoption of Resolution #23-06 (Fox/Thomas)

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director, School Performance & Student Outcomes, that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2023-2024 and adopt Resolution #23-06, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

B.3. Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees hold a public hearing to sunshine the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547, and authorize the District to enter into contract negotiations for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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

It is the recommendation of the Director of Special Education and the Interim Superintendent that the Board of Trustees approve out-of-state conference attendance for Devon Vail and Diane Dominguez, Speech Language Pathologists, to attend the 2023 American Speech Language Hearing Association (ASHA) Convention in Boston, MA, November 16 through November 18, 2023, in the amount not to exceed \$3,000.00, to be paid out of Professional Development Funds.

C.2. Appointment of Representative to Fill Vacancy for Citizens' Bond Oversight Committee

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

(Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Carlos Sepulveda as the Parent/Guardian representative on the Citizens' Bond Oversight Committee.

C.3. Ratification of the District's Submission of the 2023-24 Consolidated Application for Funding (Mitchell/Nunez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees ratify the District's submission of the 2023-24 Consolidated Application for Funding, as presented.

C.4. Establishment and Reduction of Hours of Positions (Torres/Fuentes)

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

C.5. Personnel Actions (Torres/Fuentes)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Agreement #23-121 – IXL Learning (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education and the Interim Superintendent that the Board of Trustees approve Agreement #23-121 with IXL Learning, to provide professional development training for Mild to Moderate Teachers, October 5, 2023 through June 30, 2024, in the amount not to exceed \$25,000.00, to be paid out of Special Education Funds.

C.7. Approval of Agreement #23-133, County of Ventura (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-133 with the County of Ventura, to provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services, October 5, 2023 through June 30, 2024, at no cost to Oxnard School District.

C.8. Approval of Field Contract Agreement #23-149 – Falcon Roofing Company (Mitchell/Miller)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-149 with Falcon Roofing Company, to perform roof repairs at the ELOP Warehouse due to the dilapidated condition of the existing roof, October 6, 2023 through November 10, 2023, in the amount of \$5,887.00, to be paid out of ELOP Funds.

C.9. Approval of Agreement #23-150, County of Ventura (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-150

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

with the County of Ventura, to provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as Ventura County Public Health staffing and program resources permit for the 2023-2024 school year, October 5, 2023 through June 30, 2024, at no cost Oxnard School District.

C.10. Approval of Agreement #23-151 – SchoolPRPro (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-151 with SchoolPRPro, to provide virtual support for communication surveys and crisis communication for the Oxnard School District, October 5, 2023 through June 30, 2024, in the amount not to exceed \$10,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #23-152 with SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project, in the amount of \$2,598,000.00, to be funded by the Master Construct & Implementation Funds.

Section D: ACTION ITEMS

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

D.1. Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to Serve as a Seventh and Eighth Grade Moderate to Severe Teacher at Lopez Academy, for Jaclyn Mellring to Serve as a Second, Third and Fourth Grade Moderate to Severe Teacher at Driffill School, and for Keneisha Sargent to Serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to serve as a Seventh and Eighth Grade Moderate to Severe teacher at Lopez Academy, for Jaclyn Mellring to serve as a Second, Third and Fourth Grade Moderate to Severe teacher at Driffill School, and for Keneisha Sargent to serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 School Year, until the employees receive a credential.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to Serve as a Seventh and Eighth Grade Resource

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

Specialist Teacher at Fremont School, and for Daisy Garcia Camacho to Serve as a Sixth, Seventh, And Eighth Grade Resource Specialist Teacher at Chavez School for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Fremont School, and for Daisy Garcia Camacho to serve as a Sixth, Seventh, And Eighth Grade Resource Specialist Teacher at Chavez School for the 2023-24 School Year, until the employees receive a credential.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- September 20, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading of Board Policy - BP/AR 5131.2 Bullying (Fox/Nocero)

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees receive the revisions to Board Policy 5131.2 BP and the new AR 5131.2 Bullying for First Reading. The Policies will be presented for a second reading and adoption at the October 18, 2023 Board Meeting.

Section G: CONCLUSION

G.1. Interim Superintendent's Report (3 minutes)

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

Interim District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, September 29th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request for Stipulated Expulsion
 - Case No. 23-03 (Action Item)

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 04, 2023

Agenda Section: Section B: Hearing

Public Hearing to Present Findings of Sufficient Instructional Materials for 2023-2024 and Request for Adoption of Resolution #23-06 (Fox/Thomas)

A public hearing will be held to present the findings of sufficient instructional materials for 2023-2024. The requirements of Education Code 60119 state that a public hearing must be held on or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

A resolution of the sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director of School Performance & Student Outcomes that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2023-2024 and adopt Resolution #23-06, as presented.

ADDITIONAL MATERIALS:

Attached: [Sufficient Textbooks- Notice of Public Hearing-Posting \(Eng.\).pdf](#)
[Sufficient Textbooks- Notice of Public Hearing-Posting \(Sp\).pdf](#)
[Resolution #23-06 for Sufficiency of Textbooks-Instructional Materials.pdf](#)



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

On October 4, 2023, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Mission: IGNITE · TRANSFORM · NURTURE · EMBRACE

Posting sent to All Schools & DO: 9/14/23



DISTRITO ESCOLAR DE OXNARD

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

Aviso de Audiencia Pública

El día 4 de octubre del 2023 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South "A" Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

Dr. Aracely Fox
Departamento de Servicios Educativos

Misión: ENCENDER · TRANSFORMAR · FOMENTAR · ADOPTAR

Posted at all schools & DO: 9/14/2023



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Resolution #23-06 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 4, 2023, at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District Ventura County Office of Education and;

Whereas the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional material, or both, to use in class and to take home, and;

Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math, adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

K-5th Imagine Learning, Twig Science, adopted 2021

6th, 7th and 8th McGraw Hill, Inspire, adopted 2020

History-Social Science:

K-5th Teacher Curriculum Institute, Social Studies Alive!, adopted 2023
6th, 7th and 8th Cengage, National Geographic Learning, adopted 2018

Reading/Language Arts:

K-5th McGraw-Hill, Wonders/Maravillas, adopted 2016
6th, 7th and 8th McGraw-Hill, Study Sync, adopted 2017

ELD:

K-5th McGraw Hill, Wonders, adopted 2016
6th, 7th and 8th Houghton Mifflin-Harcourt, English 3D, adopted 2015

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2023-24 school year, the Oxnard School District/Ventura County Office of Education has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES _____ NOES _____ ABSENT: _____

Attest:

President

Secretary

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 04, 2023

Agenda Section: Section B: Hearing

Public Hearing: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2023-2024 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, the District and OEA submit their intent to hold this Public Hearing before the parties meet to negotiate the following items:

- Article XI: Working Hours
- Article XII: Class Size
- Article XIII: Calendar
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term
- New Article: Special Education

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this Public Hearing, it is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: [OEA Proposals for 2023-24 negotiations \(two pages\)](#)
[District OEA sunshine articles 2023-24 \(four pages\)](#)

OEA

Oxnard Educators Association

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

September 15, 2023

Dr. Ana DeGenna, Interim Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent DeGenna,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2023– 2024 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Anjanette Carrillo, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Dr. Natalia Torres, Asst. Superintendent Human Resources
Human Resources and Support Services
Wes Davis, CTA Uniserv Staff
Stacie Thurman, OEA President

OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2023-2024

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article XI: Working Hours (mutual)
2. Article XII: Class Size
3. Article XIII: Calendar (mutual)
4. Article XIX: Salaries (mutual)
5. Article XX: Employee Benefits (mutual)
6. New Article: Special Education
7. Article XXVII: Term



Oxnard School District

1051 South "A" Street • Oxnard, CA 93030 805/385-1501 Fax 805/486-3408

September 25, 2023

Veronica Robles-Solis, President, Board of
Trustees c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Robles-Solis,

In accordance with Article XVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2023-24 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to continuing working collaboratively with OEA and resuming the use of the Traditional Bargaining approach during negotiations to address issues that arise by either party. The District negotiating team will include:

Ms. Bertha Anguiano, Principal Representative
Dr. Scott Carroll, Director, Certificated Human Resources
Dr. Aracely Fox, Acting Associate Assistant Superintendent, Educational Services
Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Ms. Patty Nuñez, Director, Fiscal Services
Dr. Natalia Torres, Assistant Superintendent, Human Resources

The District is requesting to negotiate Article IX: (Evaluation) and Article XXXI: (Specialized Job Classification). Per the OSD-OEA Collective Bargaining Agreement, the following articles shall be reopened for negotiations: Article XIX: Salaries, Article XX: Employee Benefits, Article XIII: Calendar, Article XXVIII: Term of Agreement, Article XI (Working Hours), and any article mutually agreed upon by the parties, at the time of negotiations.

Pursuant to Article XXVIII, Term of Agreement, the current OEA collective bargaining is in effect until June 30, 2024, and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement. If either party wishes to negotiate changes to this Agreement, it shall submit its request and initial proposal to either party no later than November 1st of each year.

Pursuant to the provisions of Government Code Section 3547, the District is submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA and continuing the use of the Traditional Bargaining approach to discuss these articles.

The public hearing and consideration of OEA's and the District's initial proposals is scheduled for the October 4, 2023, Board Meeting.

Sincerely



Dr. Natalia Torres
Assistant Superintendent
Human Resources

cc: Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Dr. Carroll, Director, Certificated Human Resources
Dr. DeGenna, Interim Superintendent
Ms. Anjanette Carrillo, Oxnard Educators Association, Bargaining Chair



OXNARD SCHOOL DISTRICT

1051 South A Street, Oxnard, California / 805-385.1501 / www.oxnardsd.org

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION (OEA)
FOR A TERM COMMENCING IN THE
2023-2024 SCHOOL YEAR

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the “District”) and the Oxnard Educators Association (the “Association”), the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing on July 1, 2023, as follows:

ARTICLE IX – EVALUATION

- The District seeks to enter into discussions related to evaluation.

ARTICLE XXXI – SPECIALIZED JOB CLASSIFICATION

- The District seeks to enter into discussions related to the specialized job classification.

Per the current bargaining agreement between the District and the Association, the following articles shall be reopened for negotiations:

- ARTICLE XI: WORKING HOURS
- ARTICLE XIII: CALENDAR
- ARTICLE XIX: SALARIES
- ARTICLE XX: EMPLOYEE BENEFITS
- ARTICLE XXVIII: TERM OF AGREEMENT



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on the *Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) initial proposals for 2023-2024 negotiations, pursuant to Government Code Section 3547*, at a regular meeting of the Board of Trustees on **October 4, 2023** at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider authorizing the District to enter into contract negotiations with OEA for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section C: Consent Agenda

Approval of Out of State Conference Attendance (DeGenna/Jefferson)

The Board's approval is requested for two (2) Oxnard School District representatives, Devon Vail and Diane Dominguez, Speech Language Pathologists, to attend the 2023 American Speech Language Hearing Association (ASHA) Convention in Boston, MA November 16 through November 18, 2023. The conference will provide attendees the opportunity for professional growth of speech language pathologists and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

Not to Exceed \$3,000.00 - Professional Development Funds

RECOMMENDATION:

It is the recommendation of the Director of Special Education and the Interim Superintendent that the Board of Trustees approve out-of-state conference attendance for Devon Vail and Diane Dominguez, Speech Language Pathologists, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Flyer - ASHA Convention \(4 pages\)](#)



About the ASHA Convention

The ASHA Convention is the premier annual professional development and networking event for speech-language pathologists, audiologists, and speech, language, and hearing scientists. Plan to join your peers for the 2023 ASHA Convention, November 16–18, 2023, at the Boston Convention and Exhibition Center in Boston, Massachusetts.

The 2023 Convention will primarily be an in-person event, however, there will still be virtual offerings. (We are not considering it a true hybrid event, since that term typically applies to a robust and equal online experience.) We're expanding our use of the popular iPosters platform to host interactive virtual poster presentations, technical sessions, and new technical demos, which may be viewed on-demand between November 9–29. A limited selection of pre-determined in-person sessions taking place at the ASHA Convention in Boston will also be live broadcast (slides and audio only) to the virtual platform. These sessions will be available for anyone to view; however, you can only claim continuing education credit for them if you are registered. We are offering a reduced virtual-only registration rate so you can take advantage of this learning opportunity.

News and Announcements

Read about [important updates and other news \(/about-the-convention/whats-new-this-year/\)](#) about the ASHA Convention.

Why Attend the ASHA Convention?

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

Schedule

The [Schedule at a Glance \(/schedule-and-program/schedule-at-a-glance/\)](#) provides an overview of each day's events.

Program

The ASHA Convention [education program \(/schedule-and-program/\)](#) covers [31 topic areas \(/topic-areas/\)](#) related to the professions and offers thousands of sessions—[oral seminars, technical sessions, poster presentations and master classes \(/schedule-and-program/session-formats/\)](#)—for [ASHA Continuing Education Credit or professional development hours \(/schedule-and-program/continuing-education-credit/\)](#).

Exhibit Hall

The [Exhibit Hall \(/exhibit-hall/\)](#) at the ASHA Convention is the largest showcase in the country dedicated to the professions of audiology, speech-language pathology, and speech and hearing science. Over 300 companies offering the latest products and services exhibit annually. You'll also find touchpoints such as themed lounges and the ASHA Member Service Center where you can connect with ASHA staff and volunteer leaders on a variety of topics.

Special Events and Networking

Attend [social activities and special events \(/networking/\)](#), such as the [Opening General Session \(/networking/opening-general-session/\)](#) and [Awards Ceremony \(/networking/awards-ceremony/\)](#), to round out your ASHA Convention experience and connect with your colleagues in the professions.

General Convention Policies and Services

[Information from A-Z \(/services-and-policies/\)](#) about what you need to know for the ASHA Convention, such as parking, badge policies, accessibility for those with disabilities, what to wear, and much more.

Archives

2022 Resources

- [2022 Program Planner \(https://plan.core-apps.com/asha2022/customScreen/phoenixAbout\)](https://plan.core-apps.com/asha2022/customScreen/phoenixAbout)

2021 Resources

- [2021 Program Planner \(https://plan.core-apps.com/asha2021/customScreen/phoenixAbout\)](https://plan.core-apps.com/asha2021/customScreen/phoenixAbout)

2019 Resources

- [2019 Program Planner \(https://plan.core-apps.com/asha2019/customScreen/phoenixAbout\)](https://plan.core-apps.com/asha2019/customScreen/phoenixAbout)
- [2019 Program and Exhibit Guide \(http://www.nxtbook.com/nxtbooks/asha/conventionprogram2019exhibitguide/\)](http://www.nxtbook.com/nxtbooks/asha/conventionprogram2019exhibitguide/)

2018 Resources

- [2018 Program Planner \(https://plan.core-apps.com/asha2018/customScreen/phoenixAbout\)](https://plan.core-apps.com/asha2018/customScreen/phoenixAbout)
- [2018 Program Book \(/ebook/pbook2018/index.html?page=1\)](http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017/)
- [2018 Exhibit Guide \(/ebook/eguide2018/index.html?page=1\)](http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017exhibitguide/)

2017 Resources

- [2017 Program Planner \(https://plan.core-apps.com/asha2017/\)](https://plan.core-apps.com/asha2017/)
- [2017 Program Book \(http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017/\)](http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017/)
- [2017 Exhibit Guide \(http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017exhibitguide/\)](http://www.nxtbook.com/nxtbooks/asha/conventionprogram2017exhibitguide/)

Photos

View [photo highlights \(https://www.rcphotopro.com/ASHA-Through-the-Years-/\)](https://www.rcphotopro.com/ASHA-Through-the-Years-/) of past ASHA Conventions.



<https://servedbyadbutler.com/redirect.spark?MID=181430&plid=2183857&setID=510145&channelID=18872&CID=800654&banID=521321826&PID=0&text=the-Convention%2F&hc=f470779b66c773c2e69c4db885ab64e6a1b360cc&location=>

[Advertising Disclaimer \(/sitehelp/Advertising-Disclaimer/\)](#) | [Advertise with us \(https://marketing.asha.org/\)](#)

About ASHA

The American Speech-Language-Hearing Association (ASHA) is the national professional, scientific, and credentialing association for members and affiliates who are audiologists; speech-language pathologists; speech, language, and hearing scientists; audiology and speech-language pathology assistants; and students.

About the Convention

The ASHA Convention is one of the largest professional development events for audiologists; speech-language pathologists; and speech, language, and hearing scientists. Bringing together approximately 15,000 attendees, the annual Convention offers more than 2,500 sessions eligible for ASHA continuing education credit covering the latest research, clinical skills, and techniques in communication sciences and disorders.

Contact Us

For inquiries about the ASHA Convention: convention@asha.org
(mailto:convention@asha.org)

The ASHA Action Center welcomes questions and requests for information from members and non-members.

Available 8:30 a.m.-5:00 p.m. ET
Monday-Friday

E-MAIL THE ACTION CENTER
(<https://www.asha.org/Forms/Contact-ASHA/>)
Members: 800-498-2071
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(<https://www.asha.org/>)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 04, 2023

Agenda Section: Section C: Consent Agenda

Appointment of Representative to Fill Vacancy for Citizens' Bond Oversight Committee (Mitchell)

The Citizens' Bond Oversight Committee (CBOC) currently has a vacancy for a Parent/Guardian representative, and Mr. Carlos Sepulveda has expressed a willingness to serve in this capacity. The administration recommends Mr. Sepulveda's appointment to the CBOC, and his name is submitted herewith for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Carlos Sepulveda as the Parent/Guardian representative on the Citizens' Bond Oversight Committee.

ADDITIONAL MATERIALS:

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

**OXNARD SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS**
October 2023

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
<i>vacant</i>	Business Organization		
Sepulveda, Carlos	Parent/Guardian	Parent, Soria School	October 2025
Christopher, Gaylaird <i>(Committee Vice Chair)</i>	Senior Citizens' Organization	AARP	November 2024
Latimer, Lisa	Community At-Large	Former Parent, Soria School, Former PTA & School Site Council Member	December 2024
Maria, Alyssa <i>(Committee Chair)</i>	Community At- Large	Former Parent, Soria School	June 2025
McLaughlin, Charles	Taxpayers' Association	Ventura County Taxpayers' Association	May 2025
Ray, Will Jr.	Parent/Guardian, PTA	Parent, PTA Board Member, McAuliffe School	December 2024



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 04, 2023

Agenda Section: Section C: Consent Agenda

Ratification of the District's Submission of the 2023-24 Consolidated Application for Funding (Mitchell/Nunez)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical funds from various federal programs to school districts throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provides assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Furthermore, data submission also occurs during January/February of each school year. The January/February submission of data is a monitoring mechanism for the State and District to ensure accuracy in that data.

The District agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM). The District accepts the legal assurances for all programs as the basic legal conditions for the operation of selected projects and programs and copies of assurances are on site.

FISCAL IMPACT:

Submission of application makes the district eligible for federal categorical funds for the 2023-24 fiscal year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees ratify the District's submission of the 2023-24 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: [23-24 Consolidated Application \(6 pages\)](#)

2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Patricia Nunez
Authorized Representative's Signature	
Authorized Representative's Title	Director of Fiscal Services
Authorized Representative's Signature Date	09/21/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Aracely
Authorized Representative's Title	Fox
Authorized Representative's Signature Date	09/08/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/22/2023
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Aracely Fox
Authorized Representative's Title	Associate Superintendent of Ed Services

*****Warning*****

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2023–24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

*****Warning*****

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2023–24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
New Harvest Christian School	7093677	128	N				N
Our Lady of Guadalupe Parish School	6965768	114	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	234	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	202	Y	Y	Y	Y1	N

Warning

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 04, 2023

Agenda Section: Section C: Consent Agenda

Establishment and Reduction of Hours of Positions (Torres/Fuentes)

Establish

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11868 to be established in the Special Education department. This position will be established to provide one to one support per Student IEP.

An eight-hour 246-day Human Resources Technician position number 11866 to be established in the Human Resources department. This position will be established to provide support with the recruitment of Special Education Paraeducator classification and position control of agency hires.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 2227 to be established at Frank School. This position will be established to update the vacant Instructional Assistant SH/B position to the new job description of Paraeducator-Special Education.

An eight-hour 183-day Paraeducator-Special Education position number 9253 to be established in the Special Education department. This position will be established to update the vacant Registered Behavior Technician position to the new job description of Paraeducator-Special Education.

An eight-hour 183-day Paraeducator-Special Education position number 9254 to be established in the Special Education department. This position will be established to update the vacant Registered Behavior Technician position to the new job description of Paraeducator-Special Education.

Reduction of Hours

A five-hour and thirty minute 185-day Child Nutrition Worker position number 782 to be reduced to five hours in the Child Nutrition Services department. This vacant position will be reduced in hours due to lack of work.

FISCAL IMPACT:

Cost for 1 Paraeducator- Special Education position: \$33,699.80 Special Education-Idea Basic Local Assistance Funds

Cost for 1 Human Resource Technician: \$84,674.00 Art-Music-Instructional Material Grant Funds.

Savings for 1 Paraeducator-Special Education position: \$18,816.20 Special Education Funds.

Savings for 2 Paraeducator-Special Education positions: \$11,738.00 Supplemental Concentration LCFF/LCAP Funds.

Savings for 1 Child Nutrition Worker: \$2,617.92 Child Nutrition School Program Funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 04, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 10.04.23 \(3 pgs\).pdf](#)
[Certificated Personnel Actions 10.04.23 \(1 pg\).pdf](#)

New Hires

Franco, Monique	Paraeducator Special Education, Position #9780 Soria 5.75 hrs./183 days	09/12/2023
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Limited Term/Substitutes

Ayala, Eric P.	Paraeducator (substitute)	09/01/2023
Coronado, Melani N.	Custodian (substitute)	09/05/2023
Flores De Barron, Imelda	Paraeducator (substitute)	09/19/2023
Loreth, Lila R.	Clerical & Paraeducator (substitute)	08/28/2023
Olvera, Mario A.	Paraeducator (substitute)	09/11/2023
Perez, Emanuel	Paraeducator (substitute)	09/18/2023
Pinedo, Crystal M.	Paraeducator (substitute)	09/14/2023
Tovar, Andres	Paraeducator (substitute)	09/18/2023
Trejo, Laura G.	Paraeducator (substitute)	09/05/2023

Promotions

Cendejas, Roberto	Grounds Equipment Operator, Position #1371 Grounds 8.0 hrs./246 days Grounds Maintenance Worker I, Position #1173 Grounds 8.0 hrs./246 days	09/13/2023
Chavez, Maricela	School Office Manager, Position #1824 Ramona 8.0 hrs./209 days Attendance Accounting Technician, Position #1836 Ramona 8.0 hrs./209 days	09/20/2023
Hernandez Cedillo, Yesenia B.	Outreach Specialist, Position #1070 Ramona 8.0 hrs./180 days School Office Manager, Position #1824 Ramona 8.0 hrs./209 days	09/07/2023
Salazar, Elida	After School Program Site Coordinator, Position #11703 Enrichment and Specialized Programs 8.0 hrs./246 days Language Assessment Technician, Position #2441 Enrollment Center 5.5 hrs./ 246 days	09/05/2023

Transfers

Aguilar, Annet D.	Language Assessment Technician, Position #2443 Enrollment Center 5.5 hrs./246 days Language Assessment Technician, Position #2441 Enrollment Center 5.5 hrs./246 days	09/18/2023
Castro, Nathaniel H.	Custodian, Position #1293 Sierra Linda 8.0 hrs./246 days Custodian, Position #10469 Custodial Services 8.0 hrs./246 days	09/25/2023

Transfers (continued)

Cooper, Kathy M.	Campus Assistant, Position #3125 Driffill 5.75 hrs./180 days Campus Assistant, Position #6546 Driffill 5.5 hrs./180 days	09/12/2023
Guerra, Robin M.	Library Media Technician, Position #2237 Fremont 6.0 hrs./191 days Library Media Technician, Position #2215 Brekke 5.0 hrs./191 days	09/20/2023
Guzman, Esmeralda	Campus Assistant, Position #6545 Driffill 5.75 hrs./180 days Campus Assistant, Position #2977 Driffill 5.25 hrs./180 days	09/11/2023
Martinez, Silvia M.	Campus Assistant, Position #3088 Kamala 4.5 hrs./180 days Campus Assistant, Position #3001 Kamala 4.0 hrs./180 days	09/13/2023
Zarate Lopez, Luz M.	Campus Assistant, Position #6546 Driffill 5.75 hrs./180 days Campus Assistant, Position #6545 Driffill 5.5 hrs./180 days	09/11/2023

Increase in Hours

Banuelos, Jose	Campus Assistant, Position #3030 Ramona 5.5 hrs./180 days Campus Assistant, Position #3030 Ramona 4.5 hrs./180 days	09/08/2023
Brown, Candice C.	Campus Assistant, Position #9769 Harrington 4.0 hrs./180 days Campus Assistant, Position #9769 Harrington 2.5 hrs./180 days	09/07/2023
Camarillo, Blanca M.	Campus Assistant, Position #2958 Brekke 5.5 hrs./180 days Campus Assistant, Position #2958 Brekke 5.25 hrs./180 days	09/01/2023
Estrella, Alexander E.	Campus Assistant, Position #2976 Driffill 5.75 hrs./180 days Campus Assistant, Position #11442 Driffill 5.75 hrs./180 days	09/11/2023
Martinez Reyes, Zaira	Campus Assistant, Position #3004 Kamala 5.5 hrs./180 days Campus Assistant, Position #3004 Kamala 5.0 hrs./180 days	09/05/2023

Increase in Hours (continued)

Whitlow, Barbara J.	Campus Assistant, Position #6511 Harrington 4.0 hrs./180 days Campus Assistant, Position #6511 Harrington 2.5 hrs./180 days	09/07/2023
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Voluntary Demotion

Magana, Cynthia A.	Paraeducator General Education, Position #10667 Harrington 8.0 hrs./183 days Paraeducator II, Position #9210 Kamala 5.75 hrs./183 days	09/18/2023
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Released during Probation

12056	Paraeducator General Education, Position #7228 Chavez 5.0 hrs./183 days	09/20/2023
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Resignations

Garcia, Rosa J.	Preschool Teacher, Position #10882 Ramona 6.0 hrs./183 days	10/04/2023
Granados Ramos, Adalberto	Child Nutrition Worker, Position #2799 Lemonwood 4.0 hrs./180 days	09/13/2023
Louie, Robyn M.	School Occupational Therapist, Position #8474 Special Education Department 8.0 hrs./202 days	09/15/2023
Parra, Peggy M.	District Translator, Position #2299 Special Education 8.0 hrs./246 days	09/29/2023
Sargent, Keneisha B.	Paraeducator III, Position #7850 Brekke 5.75 hrs./183 days	09/15/2023
Tellez, Elizabeth	Paraeducator III, Position #9285 Ritchen 5.75 hrs./183 days	09/14/2023

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Mellring, Jaclyn	Teacher, Special Education	September 18, 2023
Passno, Sarah	Teacher, Special Education	September 19, 2023
Preciado, Aaron	Mental Health Coordinator	October 18, 2023
Sargent, Keneisha	Teacher, Special Education	September 18, 2023

Aguilar German, Alondra	Substitute Teacher	2023/2024 School Year
Amezcuca, Gerardo	Substitute Teacher	2023/2024 School Year
Carmona, Jacqueline	Substitute Teacher	2023/2024 School Year
Clement, Blake	Substitute Teacher	2023/2024 School Year
Gonzales, Katherine	Substitute Teacher	2023/2024 School Year
Luna Mendez, Rogelio	Substitute Teacher	2023/2024 School Year
O'Daniel, Damon	Substitute Teacher	2023/2024 School Year
Ramirez, Rocio	Substitute Teacher	2023/2024 School Year
Torres, Christina	Substitute Teacher	2023/2024 School Year
Tougas, Laura	Substitute Teacher	2023/2024 School Year
Townsley, Stephen	Substitute Teacher	2023/2024 School Year
Trejo, Evelyn	Substitute Teacher	2023/2024 School Year

Promotion

Calles, Cherie	Assistant Principal	September 25, 2023
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39-Month Rehire list

Koppenjan, Tina	Teacher	09/05/2023
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Resignation

Cardinallo, Christina	SLP	09/22/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-121 – IXL Learning (DeGenna/Jefferson)

IXL curriculum will provide professional development training for Mild to Moderate Teachers.

Term of Agreement: October 5, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$25,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent that the Board of Trustees approve Agreement #23-121 with IXL Learning.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-121, IXL Learning \(4 Pages\)](#)
[Quote \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

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

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

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

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



PROFESSIONAL LEARNING SERVICES QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 3706851-2023-007-6
 DATE: JULY 31, 2023

TO:
 Alison Raigoza
 Oxnard School District
 1051 S A St
 Oxnard, CA 93030-7442

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	QUOTE VALID UNTIL
Dave Guziak	A22-3706851	October 6, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Professional Development: Standard District success package	\$25,000.00	\$25,000.00
SUBTOTAL			\$25,000.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$25,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3706851-2023-007-6. For international accounts, we can accept wire transfers for an additional fee.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 04, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-133, County of Ventura (FoxNocero)

The County of Ventura, through its Public Health Department, will provide representations at meetings convened by the Oxnard School District (OSD) to review program, will conduct teen pregnancy prevention workshops at identified sites throughout OSD, will provide nursing consultation to OSD staff and collaborative partners, and will facilitate and advocate for the delivery of appropriate services to meet the health needs of the client for the 2023-2024 school year.

Term of Agreement: October 5, 2023 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-133 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-133, County of Ventura \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

23-133

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into September 6, 2023 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Ventura County Public Health, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Ventura County Public Health

Provider

2240 E. Gonzales Rd., #250

Street Address

Oxnard, CA 93036

City, State, Zip code

805-981-5257

Telephone Number

veronica.martinez@ventura.org

E-mail Address

Tax Identification or Social Security Number

Services

*SEE ATTACHED PROPOSAL LETTER

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

October 5, 2023 through June 30, 2024

TBD

Various

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ 0.00

Other Ancillary Cost, as applicable

\$

Total not to Exceed

\$ 0.00

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

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

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

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

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date
----------------------------	-----------	------

Oxnard School District

Lisa A. Franz

Director, Purchasing	Signature	Date
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September 1, 2023

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Collaborative Proposal with the Oxnard School District (OSD) for the Public Health Nursing Teen Project.

Ventura County Public Health (VCPH) would like to provide teenage health education services either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to propose a collaborative working relationship between VCPH and Oxnard School District (OSD) to ensure inter-agency services to students and family at various elementary schools within the district. The services outlined below would be provided at no charge to either party.

If agreed, the VCPH Nursing Teen Project will be responsible for the following:

- Provide representations at meetings convened by the Oxnard School District to review the program.
- Conduct sexual health communication and teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
- Provide nursing consultation to Oxnard School District staff and collaborative partners.
- Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
- Facilitate and advocate for the delivery of appropriate services to meet the health needs of the client.
- Provide quality assurance activities.
- Ensure that VCPH licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.
- Communicate with administration or designee at school sites regarding families referred to any of the programs.
- Inform appropriate school district staff on changes in schedule or status of virtual or on schools' sites classes.
- Work with school district staff as needed.
- Hold Oxnard School District harmless from any liability for its activities in connection with this collaboration. In addition, VCPH will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
- Provide documentation of liability insurance in which the County of Ventura maintains a self-insured retention (**SIR**) with the Ventura County Schools Self-Funding Authority.

This SIR is good for all county business on school property, including the Oxnard School District.

- Agree to follow guidelines and HIPPA compliance.

If agreed, Oxnard School District will be responsible for the following:

- Serve as lead Administrative Agent of all schools.
- Provide space to accommodate VCPH staff as they meet with families at school sites.
- Provide family referrals to VCPH as appropriate.
- Outreach Specialists or designated staff will provide information about VCPH and offered programs to families as appropriate.
- Distribute flyers in targeted sites. Flyers shall be supplied by VCPH.
- Distribute documents to families in support of virtual workshops.

If you have any questions regarding this proposal, please contact Veronica Martinez at (805) 981-5380.

Sincerely,

Veronica Martinez, MSN, RN, PHN
Community Health Nursing Program Manager

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 04, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract Agreement #23-149 – Falcon Roofing Company (Mitchell/Miller)

Falcon Roofing Company will perform roof repairs at the ELOP Warehouse due to the dilapidated condition of the existing roof.

It is requested that the Board of Trustees approve Field Contract Agreement #23-149 with Falcon Roofing Company, in the amount of \$5,887.00.

Term of Agreement: October 6, 2023 through November 10, 2023

FISCAL IMPACT:

\$5,887.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-149 with Falcon Roofing Company, in the amount of \$5,887.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract Agreement #23-149, Falcon Roofing Company \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

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

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

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

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

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

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

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

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

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

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

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

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

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

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

INVOICE TO BE SUBMITTED AT END OF PROJECT, NET 30

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____

FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

PROPOSAL

TO:

Oxnard School District
1051 S. "A" St
Oxnard, Ca. 93030

Date: 9-15-23

Attn:

Lisa Franz

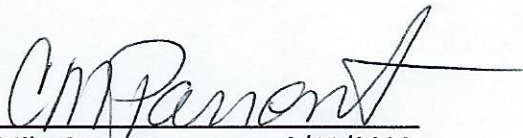
RE:

ELOP Warehouse
3050 camino Del Sol
Oxnard Ca. 93030

Complete Repairs as Specified.

Base Bid: \$5,887.00

NOTES:



Mike Parrent 9/15/2023
Falcon Roofing Company

Lisa Franz

Date:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 04, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-150, County of Ventura (Fox/Nocero)

The County of Ventura, through its Public Health Department, will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as Ventura County Public Health staffing and program resources permit for the 2023-2024 school year.

Term of Agreement: October 5, 2023 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-150 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-150, County of Ventura \(4 Pages\)](#)
[Proposal Letter \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

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

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

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

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

August 24, 2023

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Collaborative Proposal with the Oxnard School District (OSD).

Ventura County Public Health (VCPH) would like to provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to propose a collaborative working relationship between VCPH and OSD.

If agreed, the following on-site and/or virtual education services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and Chronic Disease Prevention Program (CDPP) staff to students, parents, and residents. The services outlined below would be provided at no charge to either party:

- Nutrition education workshops
- Recipe and cooking demonstrations
- Physical activity demonstrations, resources, and materials
- Garden-based nutrition education with cooking demonstrations
- Technical assistance and resources to initiate parent walking clubs
- Technical assistance, training, and supplies to establish school vegetable gardens.
- Get Fit Zumba® classes for adults, as feasible.
- Active Living with Chronic Conditions workshops (English/Spanish)
- Active Living with Type 2 Diabetes workshops (English/Spanish)

Oxnard School District would be responsible for the overall management, operations, and safety in OSD facilities, including janitorial-related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above offered to OSD students, parents, and area residents.

If you have any questions regarding this proposal, please contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,

Silvia Lopez-Navarro, MPH, RDN
Sr. Program Administrator

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 04, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-151 – SchoolPRPro (Fox/Shea)

SchoolPRPro will provide virtual support for communication surveys and crisis communication for the Oxnard School District. This includes conducting baseline research, a plan for sharing information about Oxnard School District, and listening to stakeholders. They will also create and support communication systems that allow for easy and effective ongoing communication.

Term of Agreement: October 5, 2023 through June 30, 2024

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-151 with SchoolPRPro.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-151, SchoolPRPro \(15 Pages\)](#)
[Scope of Work \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

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

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

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

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

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

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

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

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

NOT APPLICABLE

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

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

NOT APPLICABLE

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

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

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

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

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

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

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

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

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

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

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

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____

Oxnard School District

Communication Services -

Term: October 5, 2023- June 30, 2024

OVERVIEW

In an effort to improve communication with a variety of stakeholder groups, Oxnard SD is interested in additional assistance when needed with crisis situations and special projects.

SCOPE OF WORK

Based on the district's recent needs, the following estimated hours have been tentatively identified.

Crisis Communication Response	Up to 60 hours/\$7,500
○ Situational support and guidance	
○ Development and refinement of key messages	
● Special Projects	Up to 20 hours/\$2,500
○ Based on the district's needs	

STAFFING

The Oxnard SD contract will be handled by Trinette Marquis, a communications expert and founder of SchoolPRPro. With more than 20 years experience in the field, she regularly leads workshops for school public relations professionals and educators on communications, marketing, and strategic planning. She is accredited through the Public Relations Society of America and a past president of the California School Public Relations Association.

PRICING

The School PR Pro general hourly rate is \$125. The amounts provided in this proposal are estimated ranges and total \$10,000. If the work requires less time than expected, Oxnard SD will only be charged for the necessary hours.

CONFIDENTIALITY

All information gained during performance of the Services and all Documents or other work product by SchoolPRPro in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. SchoolPRPro 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 District, except as may be required by law.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 04, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

In April 2023, a proposal request was conducted inviting the District's prequalified pool of seven architectural firms to submit proposals. Five of the firms submitted proposals and all five firms were interviewed in May 2023. At a Special Board of Trustees (Board) meeting held on September 13, 2023, the two finalist firms, SVA Architects, Inc. and Perkins Eastman Architects DPC, presented their proposals to the Board. On September 20, 2023 the Oxnard School District Board of Trustees voted 5-0 to select SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project.

The purpose of this action item is to recommend approval of Agreement #23-152 with SVA Architects for the Fremont Middle School Reconstruction Project.

FISCAL IMPACT:

\$2,598,000.00 to be funded by the Master Construct & Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #23-152 with SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-152 \(38 Pages\)](#)
[Proposal \(2 Pages\)](#)

Agreement #23-152

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

SVA ARCHITECTS

AND

OXNARD SCHOOL DISTRICT

October 4, 2023

For

Fremont Middle School Reconstruction

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **4th day of October, 2023** by and between **SVA Architects**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **6 Hutton Center Drive Suite 1150, 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, in connection with services commencing on **October 4th, 2023**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

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

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

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

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

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

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

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

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

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

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

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

- 1.1.45** “**OPSC**” shall mean the Office of Public School Construction of the State of California.
- 1.1.46** “**Phase**” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.47** “**Potential Change Order**” or “**PCO**” shall mean is a written document before it has been approved and effected by the contractor and owner.
- 1.1.48** “**Principal(s)**” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.49** “**Project**” shall mean the project described hereinafter in Section 3.
- 1.1.50** “**Project Budget**” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.51** “**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.
- 1.1.52** “**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, Contractors and other consultants.
- 1.1.54** “**Prolog**” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55** “**Request for Information**” or “**RFI**” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.
- 1.1.56** “**SAB**” shall mean the State Allocation Board of the State of California.
- 1.1.57** “**Schematic Design Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.58** “**Services**” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.59** “**SWPPP**” shall mean Storm Water Prevention and Pollution Plan.

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

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

SECTION 2 **EMPLOYMENT OF ARCHITECT**

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with 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 A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

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

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

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

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

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

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

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

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 design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

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

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

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 or (iii) 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 Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

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

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

4.3.2.5 Contract administration services performed more than 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 Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

TWO MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$2,598,000)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, 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:

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

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

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

5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

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

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$20,000.00:

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 A**.

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 B**, attached hereto.

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

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

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

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE FREMONT MIDDLE SCHOOL RECONSTRUCTION PROJECT. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

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

SECTION 6 **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

6.1 TERMINATION BY DISTRICT

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

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

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

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

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

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

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

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

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

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 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 (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 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

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

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

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

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

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

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

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

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

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

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

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

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

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

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

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

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

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

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

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

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

7.2 LIMITATION ON LIABILITY OF DISTRICT

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

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

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

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

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

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

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

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

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

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

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

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

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

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

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

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all 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 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 caused by 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 three (3) 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, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

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

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

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

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

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

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

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

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

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

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

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

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

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

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

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

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

SECTION 13 **NOTICES**

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

TO DISTRICT:

Oxnard School District
Att: Dr. Anabolena DeGenna, Interim Superintendent

1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

SVA Architects
Att: Robert M. Simons, President and Partner

6 Hutton Center Drive, Suite 1150
Santa Ana, CA 92707

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

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

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

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

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

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

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

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

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, 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 Consultants 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 C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

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

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

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

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

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

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

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

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

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

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

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

Architect

By: 

Robert M. Simons, AIA
President and Partner

Date: September 7, 2023

District

By: _____

Lisa A. Franz
Director, Purchasing

Date: _____

EXHIBIT "A"

PROJECT

The Oxnard School District (District) is issuing this Request for Architectural Services to assign a design team from the District's pool of prequalified firms for architectural services for the Reconstruction of Fremont Middle School. The project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, District specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

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. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

The District has selected Caldwell Flores Winters, Inc. to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Reconstruction of Fremont School project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District. The following provides descriptions of the planned scope of work for the Reconstruction of Fremont Middle School and the format by which to receive and review proposals from interested prequalified architectural firms.

PROJECT ORIENTATION

The Fremont Academy of Environment Science & Innovative Design (Fremont) 6-8 school is located at 130 North "M" Street on a 24.3-acre parcel bounded by North "H" and "M" Streets, Devonshire Drive, and residential development to the south. Students participate in an academic curriculum that heavily focuses on the integration of environmental science and design into the core curriculum content and through programs such as science courses designed around environmental science principles.

The school was originally built in 1961 and has a total of 35 permanent classrooms, a computer and a tech lab, and 11 portable classrooms. Approximately 26 of these spaces are used as general-purpose classrooms for core subject areas: Language Arts, Social Studies, and Math. There are four science labs, one Digital Design lab and one band/orchestra room. The Special Day Class (SDC) program is spread across three classrooms, all of which are approximately 910 square feet. Most of the permanent classrooms are in the northwest corner of the campus in various building clusters. The primary support spaces, such as the administration building, library, and gymnasium, are located on the central western portion of the campus with portable classrooms located northwest of the permanent classroom space. The amphitheater and lunch shelter are located northeast of the gymnasium and south of most of the permanent classrooms.

The hard-court area is located south of the gymnasium and stretches to the southwestern end of campus, while the playfields encompass most of the eastern half of the campus. The parent/student drop-off area is in front of the administration building on North "M" Street, while the bus drop-off is located on the western side of campus between the cafeteria building and tennis courts. There are 80 staff and visitor parking spaces located on the far west side of campus, stretching from the permanent classroom area to the tennis courts. The campus fields provide a major student and community youth recreational resource

for after school hour and weekend sport use.

Fremont 6-8 School Existing Conditions

Permanent CRs:	35
Portables:	11
Total:	46
Parking Spaces:	80
Acreage:	24.33

Key	
	Perm. Classroom
	Portables
	Administration
	Parking



PROJECT REQUIREMENTS

The reconstruction strategy would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The proposed phased build-out of the school is to incorporate the existing and projected enrollment of approximately 750 students at the site and to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. The lay-out of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district’s adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school may include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms and 3 dedicated special education rooms, all of 960 square feet. There is an academy room with a maker’s space of 1,200 square feet. In addition, 4 science labs and an art lab of 1,200 square feet each, and a band/orchestra room of 1,500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 square feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North

H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided. Upon completion, students from Fremont would be moved into the new school. The District would like the option of retaining the old facility as long as possible to provide “swing space” to be used to house the next proposed projects in the District’s improvement program to be constructed in sequence. Under this option and upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use. The key is to build the “new facilities” in such a manner that the facilities to be replaced remain in use while the new facilities are built and to use those facilities as additional swing space once the new replacement facilities are completed.

DESIGN APPROACH

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 two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects; however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Fremont site. In all cases, design teams should carefully review requests for information (RFI’s), submittals, agency review comments, City of Oxnard requirements, 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 Fremont 6-8 school design. The proposals should include a brief “lessons learned” narrative from the construction issues that arose when the design was previously built.

METHOD OF CONSTRUCTION DELIVERY

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

DESIGN CONSIDERATIONS & PROJECT VISION

The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Fremont facility must be designed and built to accommodate this program at the 6-8 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and

functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

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

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

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.



OXNARD SCHOOL DISTRICT
REQUEST FOR ARCHITECTURAL SERVICES
FREMONT ACADEMY RECONSTRUCTION PROJECT

Responses Due By: Monday, May 1, 2023, 1:00 pm

SUBMITTED BY:

SVA Architects, Inc.
 6 Hutton Centre Drive, Suite 1150
 Santa Ana, CA 92707
 T: 949.809.3380
www.sva-architects.com



ARCHITECTS

7.

PROPOSED FEES

FEE PROPOSAL

Based on the RFP, the site walk, our project understanding, and our team’s experience with similar projects, our proposed base fee is **Two Million Five Hundred Ninety-Eight Thousand Dollars (\$2,598,000.00)** for our architectural and engineering (A/E) services. Our proposed base fee includes the services of SVA as the Architect and Interior Designer, along with a comprehensive team of engineers and consultants: Civil Engineering, Structural Engineering, MEPT Engineering, Fire Protection, Landscape Design, Cost Estimating, as well as specialty services such as Food Services Design and Acoustical Engineering. Provided below is our proposed fee broken down by key project phases.

Project Phases	Proposed Fees
Conceptual Design	\$77,940
Schematic Design	\$259,800
Design Development	\$649,500
Construction Documents	\$909,300
DSA Review/Approval	\$77,940
Bid Support	\$103,920
Construction Administration	\$467,640
Project Closeout	\$51,960
Total Fees:	\$2,598,000

Assumption: Any reports and surveys such as, but not limited to, topographical survey, utility survey, geotechnical report, environmental reports, etc., will be provided by the District.

As always, the SVA team is open and flexible to discuss our fee structure and approach to ensure that the District is receiving the best value for your investments and make sure that our fee is fair and competitive. We are willing to adjust our fees should the budget or scope changes.

REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA’s in-house progress sets are excluded from reimbursement.



SVA was able to deliver a project that not only met the District’s need for a flexible 21st Century building, but exceeded the District’s already high expectations, bringing the project in on budget and on time.



John Chwastyk
Former Director of Facilities
Fremont Unified School District



I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project’s programming and construction, providing solutions that have saved the District precious dollars without sacrificing quality.



John Addleman
Director of Planning
San Dieguito Union HS District



SVA has made their way into the heart of Redondo Beach. They have established a name and reputation for their exceptional work, beyond the South Bay community. SVA has exceeded our learning community’s expectations and have made our schools a destination for education.



Dr. Steven E. Keller
Superintendent
Redondo Beach Unified School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 04, 2023

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Paulina Gonzales to Serve as a Seventh and Eighth Grade Moderate to Severe teacher at Lopez Academy, for Jaclyn Mellring to Serve as a Second, Third and Fourth Grade Moderate to Severe Teacher at Driffill School, and for Keneisha Sargent to serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 School Year. (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit, for **Paulina Gonzales** to Serve as a Seventh and Eighth Grade Moderate to Severe teacher at Lopez Academy, for **Jaclyn Mellring** to Serve as a Second, Third, and Fourth Grade Moderate to Severe Teacher at Driffill School, and for **Keneisha Sargent** to serve as a Seventh and Eighth Grade Moderate to Severe teacher at Frank School for the 2023-24 school year until the employees receive a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 04, 2023

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Sarah Passno to Serve as a Seventh and Eighth Grade Resources Specialist teacher at Fremont School, and for Daisy Garcia Camacho to Serve as a Sixth, Seventh, And Eighth Grade Resources Specialist Teacher at Chavez School for the 2023-24 School Year. (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit, in Special Education, Mild to Moderate Support Needs, for **Sarah Passno** to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Fremont School, and for **Daisy Garcia Camacho** to Serve as a Sixth, Seventh, And Eighth Grade Resources Specialist Teacher at Chavez School for the 2023-24 school year until the employees receive a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permits, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- September 20, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes September 20 2023 Regular Board Meeting \(10 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

Aracely Fox, Ed.D.

Acting Associate Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, September 20, 2023

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Veronica Robles-Solis, MaryAnn Rodriguez, Rose Gonzales, and Jarely Lopez. Trustee Monica Madrigal Lopez arrived later in the meeting. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Acting Associate Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Kendy Baños and Bella Rodriguez, 8th grade students at Lopez Academy, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Erika Chavez, 8th grade student at Lopez Academy, read the District's Mission and Vision Statement in English. Arlin Iraheta, 8th grade student at Lopez Academy, read the District's Mission and Vision Statement in Spanish.

A.4. Presentation by Lopez Academy

Genaro Magaña, Principal, provided a presentation about Lopez Academy.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-33 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - Oxnard School District 2022/2023 Year-end Unaudited Actual Financial Report (Mitchell/Nuñez)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, and Patricia Nuñez, Director of Fiscal Services, provided information regarding the Oxnard School District 2022/2023 Year-end Unaudited Actual Financial Report. The Board's acceptance of the report will be requested during the Consent agenda.

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

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 5:54 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Evaluation

- Assistant Superintendents

- Public Employee Appointment

- Assistant Principals

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

The Board reconvened to open session at 7:07 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following action taken during closed session:

Motion #23-34 Appointment of Cherie Calles as Assistant Principal

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Nays: 1 - 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

A.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

The newly appointed administrator was introduced to the Board of Trustees:

- Mariana Garcia, Assistant Principal

Section B: PUBLIC COMMENT/HEARINGS

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

- Ricardo Torres re: CSEA Salary Increase (3 minutes donated by Gricet Renteria)
- Jerry Tejada re: CSEA Salary Increase (3 minutes donated by John Avalos)
- Ilene Poland re: CSEA Salary Increase
- Hugo Alcala re: CSEA Salary Increase (3 minutes donated by Pamela Ibarra)
- Sharon Wagner re: CSEA Salary Increase
- Heidi Trevisan re: CSEA Salary Increase
- Humberto Gonzalez re: CSEA Salary Increase
- Maria Lucero re: CSEA Salary Increase
- Chris Crump re: CSEA Salary Increase
- Jose Torres re: CSEA Salary Increase

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-35 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

C.1. Enrollment Report (Mitchell)

As presented.

C.2. Approval of Destruction of Records (Mitchell/Franz)

As presented.

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

September 20, 2023

- C.3. Acceptance of the Oxnard School District 2022/2023 Year-end Unaudited Actual Financial Report (Mitchell/Nuñez)**
As presented.
- C.4. Adoption of Resolution #23-05: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2022/2023 and 2023/2024 (Mitchell/Nuñez)**
As presented.
- C.5. Purchase Order/Draft Payment Report #23-02 (Mitchell /Franz)**
As presented.
- C.6. Establishment and Abolishment of Positions (Torres/Fuentes)**
As presented.
- C.7. Personnel Actions (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.8. Approval of Agreement #23-94 – R.M. Pyles Boys Camp (Fox/Nocero)**
To provide a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age, September 21, 2023 through June 30, 2024, at no cost to Oxnard School District.
- C.9. Approval of Agreement #23-103 – Dynam!c Education Services, Inc. (DeGenna/Jefferson)**
To provide special education and related services for Oxnard School District students from grades K-8 on a One-to-One basis, direct to the student’s home, or at a local public library, depending on parent’s preference, September 21, 2023 through June 30, 2024, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.
- C.10. Approval of Agreement #23-112 – The Coalition for Family Harmony (Fox/Nocero)**
For resources for families such as counseling, parenting programs, legal services, crisis response and intervention, and emergency shelter and LGBTQ+ counseling, September 21, 2023 – June 30, 2024, at no cost to Oxnard School District.
- C.11. Approval of Agreement #23-124 – 3E Consulting Group, LLC (Fox/Ordaz)**
To design and deliver customized professional learning support to the Current Instructional Leadership Team and teachers that includes ongoing design, implementation, and evaluation of the Professional Learning Communities school improvement model, September 21, 2023 through June 30, 2024, in the amount not to exceed \$26,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of Field Contract Agreement #23-127 – Channel Islands Roofing Inc. (Mitchell/Miller)

To replace all rain gutters at Marina West School due to the dilapidated condition of the existing gutters, September 23 - October 22, 2023, in the amount of \$57,640.00, to be paid out of Deferred Maintenance Funds.

C.13. Approval of Field Contract Agreement #23-128 – American Building Comfort Services Inc. (Mitchell/Miller)

To replace one rooftop air conditioning unit that cools the server room at ESC (District Office), and 3 rooftop air conditioning units at the newly acquired ELOP Warehouse, in the amount of \$45,965.00, to be paid as follows: \$26,800.00 out of ELOP Funds and \$19,165.00 out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

C.14. Ratification of Amendment #1 to Agreement #22-03 - Gold Coast K9 (Fox/Nocero)

For the approval of additional K9 visits to some of the K-8 schools at the end of the 2022-2023 school year, in the amount not to exceed \$2,640.00, to be paid out of the General Fund.

C.15. Ratification of Amendment #1 to Agreement #23-61 – Dr. Cory Hills (Fox/Shea)

For additional insurance costs due to the district's updated insurance requirements, in the amount of \$17,527.88, to be paid out of ELOP Funds.

Meeting went into recess 7:40-7:45 p.m.

Section D: ACTION ITEMS

D.1. Selection of Architect of Record to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/CFW)

Two finalist firms, Perkins Eastman and SVA Architects, were presented for the Board's selection of an Architect of Record for the Fremont Middle School Reconstruction Project. After discussion regarding traffic concerns, the Board selected SVA Architects.

Motion #23-36 Selection of SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

D.2. Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-126 re: Peer Assistance and Review for Professional Support (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-126 re: Peer Assistance and Review for Professional Support.

Motion #23-37 Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-126 re: Peer Assistance and Review for Professional Support

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-125 re: Teacher on Special Assignment (TOSA) Scheduled Work Hours (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-125 re: Teacher on Special Assignment (TOSA) Scheduled Work Hours.

Motion #23-38 Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding (MOU), Agreement #23-125 re: Teacher on Special Assignment (TOSA) Scheduled Work Hours

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of the 2023-24 Salary Schedule for Credentialed Teachers (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the 2023-24 Salary Schedule for Credentialed Teachers.

Motion #23-39 Approval of the 2023-24 Salary Schedule for Credentialed Teachers

Mover: Rose Gonzales

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the September 6, 2023 Regular Meeting and the September 13, 2023 Special Meeting, as presented.

Motion #23-40 Approval of Minutes of September 6, 2023 Regular Meeting and September 13, 2023 Special Meeting

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Interim Superintendent's Report (3 minutes)

Dr. DeGenna

- Fiestas Patrias Event at Kamala
- Brekke, Curren, Frank, Harrington, Kamala, Lopez, Marina West, Rose Avenue, Soria, Driffill, Ritchen, & McAuliffe Back to School Nights
- OSD Student Profile
- 9/11 Memorial at Frank
- Adult ESL Class at Chavez
- AAPI Advisory Group
- Mixteco Parent Meeting
- September - Childhood Cancer Awareness
- October 2nd - National Custodial Workers' Recognition Day
- Dr. Leticia Batista - Apple Distinguished Educator
- Suzanne Lugotoff Retirement

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

MaryAnn Rodriguez

- thank you to Lopez Academy students and faculty for presentation

Monica Madrigal Lopez

- thank you to everyone who came out to express concerns and advocate for themselves

Jarely Lopez

- thank you to everyone who came out to advocate for themselves
- thank you to everyone for back to school nights - special shout out to Mr. Mc Millan, Mr. Torres and Ms. Palacios at Driffill, and Mr. Godinez at Kamala
- enjoyed Fiestas Patrias event at Kamala
- visited Lopez Academy

Rose Gonzales

- thank you to Lopez Academy and all presenters
- thank you to all speakers for sharing concerns
- attended 9/11 Memorial ceremony at Frank Academy
- attended Autism Society's Puzzles and Politics event
- attended several back to school nights

Veronica Robles-Solis

- thank you to Lopez Jaguars, families, and faculty for presentation
- enjoyed attending back to school nights and looks forward to attending more
- looking forward to beginning the process for Fremont reconstruction

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:24 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 4th day of October, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 20, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
September 20, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 04, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading of Board Policy - BP/AR 5131.2 Bullying (Fox/Nocero)

The Board Policy BP/AR 5131.2 Bullying has been updated based on recommendations by the CSBA (California School Boards Association). The deleted language is indicated by strikethrough, and the new language is highlighted for BP 5131.2. AR 5131.2 is brand new. The Policies will be presented for a second reading and adoption at the October 18, 2023 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, and Director of Pupil Services that the Board receive the revision of BP 5131.2 and the new AR 5131.2 Bullying as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5131.2 Bullying- First Reading \(13 pgs.\).pdf](#)
[BP 5131.2 Bullying- First Reading \(11 pgs.\).pdf](#)

Regulation 5131.2: Bullying

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: An act such as sending demeaning or hateful text messages or emails, spreading rumors by email or by posting on social networking sites, or posting or sharing embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate
2. Providing information to students, through student handbooks, district and school web sites and social media, and other age-appropriate means, about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6
2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8

3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6
4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying
5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media
6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.
7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 4600-4670	Uniform complaint procedures Prohibition
Ed. Code 200-262.4	of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxO==
Ed. Code 32280-32289.5	School safety plans -

	https://simbli.eboardsolutions.com/SU/gz33QjVcfk6ufvjfPS84Kw==
Ed. Code 32283.5	Bullying; online training - https://simbli.eboardsolutions.com/SU/DyXslshQr6SVssslshAtVQeo0USA==
Ed. Code 35181	Governing board authority to set policy on responsibilities of students - https://simbli.eboardsolutions.com/SU/aMhrosfuwlgvxtzOUpGwQ==
Ed. Code 35291-35291.5	Rules - https://simbli.eboardsolutions.com/SU/x70F3bNKbY1cKTjvdsLshoC4A==
Ed. Code 46600	Student transfers - https://simbli.eboardsolutions.com/SU/9BwpunuMNyTrTI0p92r15g==
Ed. Code 48900-48925	Suspension and expulsion - https://simbli.eboardsolutions.com/SU/dt5KNUnSLpER0iplusCa0bRIQ==
Ed. Code 48985	Notices to parents in language other than English - https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1AygynA==
Ed. Code 52060-52077	Local control and accountability plan - https://simbli.eboardsolutions.com/SU/kjIplusPzLslshlt7rP0BfXZYJuQ==
Pen. Code 422.55	Definition of hate crime - https://simbli.eboardsolutions.com/SU/EXmP7bT1slshj3qOjaM9qTkHA==
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor - https://simbli.eboardsolutions.com/SU/HhDiFw1Iy2YHHsM2DSWLZg==
Pen. Code 647.7	Use of camera or other instrument to invade person's privacy; punishment - https://simbli.eboardsolutions.com/SU/1MB9aP0wFAL8slshxN0g5plusSgA==
Pen. Code 653.2	Electronic communication devices; threats to safety - https://simbli.eboardsolutions.com/SU/b3lplusd0Hih11bxg2qs6OYFQ==

Federal References	Description
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34CFR104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34CFR106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
47 USC 254	Universal service discounts (E-rate)

Management Resources References	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
California Department of Education Publication	Bullying at School, 2003 California Department of Education Publication Bullying Module
California Department of Education Publication	California's Social and Emotional Learning: Guiding Principles, 2018 California Department of Education Publication Health Education Content Standards for California Public Schools:
California Department of Education Publication	Social and Emotional Learning in California: A Guide to Resources, 2018 Court Decision J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Court Decision	Lavine v. Blaine School District, (2002) 279 F.3d 719
Court Decision	Wynar v. Douglas County School District, (2013) 728 F.3d 1062
CSBA Publication	Addressing the Conditions of Children: Focus on Bullying, Governance Brief,
CSBA Publication	Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
CSBA Publication rev. July 2010	Cyberbullying: Policy Considerations for Boards, Policy Brief,
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success,
CSBA Publication	Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
U.S. DOE Office for Civil Rights Publication with Disabilities, October	Guidance to America's Schools: Bullying of Students
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities,
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on Basis of Sex, Race, Color, Oct 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMcckw==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4P163kJ13082w==
Website	Center on Great Teachers and Leaders - https://simbli.eboardsolutions.com/SU/uuNY8dCMmIeI2NuPXnq4GQ==
Website	Collaborative for Academic Social and Emotional Learning - https://simbli.eboardsolutions.com/SU/sNNHIYslsh8zYCfpQYfg7rGplusw==
Website	Common Sense Media - https://simbli.eboardsolutions.com/SU/wpUjI8j8od73POr6UNOcNQ==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==

Website [CSBA -
https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==](https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==)

Website [U.S. Department of Education -
https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==](https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==)

Cross References	Description
0100	Philosophy - https://simbli.eboardsolutions.com/SU/TEB6agC5cTQ2bRlw9GPI TA==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/TV0tbldaplusUzwa2rbbOSSXw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RLIX16eHLi4VPv9A4oSUYw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/pplusOETrUpIIslshs1Ek0qtmWFQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/rL3slshmoszZe3HQAEf3122Yw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/8WlaIACiLwxpluszgrn76gQow==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/3U3QpluskBaxgt9yoUm4Vt0Xg==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/4TEI0s0plus6me6Z96hRi6eTw==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/5f6ZbrISVXIz5Hc36Tkmslshg==
1113-E(1)	District And School Websites - https://simbli.eboardsolutions.com/SU/y0cQs9cHPhJslshg1JTjzNGmQ==
1313	Civility - https://simbli.eboardsolutions.com/SU/GqplusXVKt8L6CgUj135VUU5Q==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/n5AKiyVr4eNmJxXBfok61g==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/JLvNbx1cBBBQKgchDuO8Zg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/zp9HjlslhgMyNjCZDjqobA

	<u>pluslg==</u>
4219.21	Professional Standards - <u>https://simbli.eboardsolutions.com/SU/tr4IylO1f1zral0YrSOuow==</u>
4219.21-E(1)	Professional Standards - <u>https://simbli.eboardsolutions.com/SU/Qz6w3FplusslshKw7zTR8L05aRIQ==</u>
4231	Staff Development - <u>https://simbli.eboardsolutions.com/SU/plus2qhBuBRplusFqz8hpmPCX3slshA==</u>
4319.21	Professional Standards - <u>https://simbli.eboardsolutions.com/SU/jEXdplusM0fdzGxO5P0dBebYw==</u>
4319.21-E(1)	Professional Standards - <u>https://simbli.eboardsolutions.com/SU/newHd9BduNslshRDjxfwamWTw==</u>
5030	Student Wellness - <u>https://simbli.eboardsolutions.com/SU/3nPnSzjDslshUIQXA7aQG9sPA==</u>
5113.1	Chronic Absence And Truancy - <u>https://simbli.eboardsolutions.com/SU/mgII2slsh7KRfl7ahzSFga41A==</u>
5113.1	Chronic Absence And Truancy - <u>https://simbli.eboardsolutions.com/SU/v5VWobwY9bIDyCplusdaL0SBw==</u>

5113.1 2	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/LS1uPGslshwzRzwNP9CJbUuA==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/1H9Ihx9FMplus3WjzEPlh6KQ==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/Bn7ZurxyHuJesglfn6YTFO==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/vslshbmSO6ymgI4iCli0ygGMw==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/xslshTNsj1IA0b94B1vgYmig==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/q5RIId9CfQM64Y7t0VTDkA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/tUTo4zFBvDplusHbkcO5F16EQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/DslshU2fL8CWCcVHbWLEUs5yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/wyAYPbS6HDR3kW4bsyzXFQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/k4PVYc3DplusG2uC4o8RJK5rg==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/JhbM98bAslsh8ExokkT5wTFiw==
5136	Gangs - https://simbli.eboardsolutions.com/SU/RAynZLeB6mowitzBb98p9MA==
5136	Gangs - https://simbli.eboardsolutions.com/SU/QZiwsr34FJT1OplusK60gg6Qg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/W6IEMplus7E04YmOvHiMnGfmQ==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/OrTvLuvxzfGkDT81oPxpluS0w==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/0yDV2nAmslshCpplusUPZOstP5zg==

- 5141.27 [Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/mhyNplusQO4plusiDNFHLdWOcTZw==](https://simbli.eboardsolutions.com/SU/mhyNplusQO4plusiDNFHLdWOcTZw==)
- 5141.52 [Suicide Prevention - https://simbli.eboardsolutions.com/SU/1za3slshMTfWL3G8pY9sL8ipg==](https://simbli.eboardsolutions.com/SU/1za3slshMTfWL3G8pY9sL8ipg==)
- 5141.52 [Suicide Prevention - https://simbli.eboardsolutions.com/SU/uDsEbljO0eV2dIJmLEAOdw==](https://simbli.eboardsolutions.com/SU/uDsEbljO0eV2dIJmLEAOdw==)
- 5144 [Discipline - https://simbli.eboardsolutions.com/SU/F2BSDKZdMQwYOF9wHFTcTw==](https://simbli.eboardsolutions.com/SU/F2BSDKZdMQwYOF9wHFTcTw==)
- 5144 [Discipline - https://simbli.eboardsolutions.com/SU/6RkoTWXvRO0Yyd6RI70VnQ==](https://simbli.eboardsolutions.com/SU/6RkoTWXvRO0Yyd6RI70VnQ==)
- 5144.1 [Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2NE7YdslshqPaY0gW1K0GWkYQ==](https://simbli.eboardsolutions.com/SU/2NE7YdslshqPaY0gW1K0GWkYQ==)
- 5144.1 [Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2w3yRsTzIyf3TUWDxDpluSWiA==](https://simbli.eboardsolutions.com/SU/2w3yRsTzIyf3TUWDxDpluSWiA==)
- 5144.2 [Suspension And Expulsion/Due Process \(Students With Disabilities\) - https://simbli.eboardsolutions.com/SU/S3xgeHdxHhkLOpluSTLe0lnyQ==](https://simbli.eboardsolutions.com/SU/S3xgeHdxHhkLOpluSTLe0lnyQ==)
- 5144.4 [Required Parental Attendance - https://simbli.eboardsolutions.com/SU/NHslshpBNmKIUsGVGrslshCqpYYg==](https://simbli.eboardsolutions.com/SU/NHslshpBNmKIUsGVGrslshCqpYYg==)

5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/mGEL69qaCDhRrD8jblfAdQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/XWJ7sEpLLZDecJ4QYiXP hg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/w7yxCjkjDDmLrFN4fTAlh w==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/QRI0aaAaJLG6Rt4UOXiP mQ==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/m97EIVaxuAucYVz8l8Ppe g==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/NPWmliASWWpp9dslshPdAslshJFw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/Cvxj42pOk3m5bgNQ4niw CQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/HEYuEzdrNfWslshaTqlgeg V2Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xepHslshrdAFDkxjtNCYD TZyg==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/oplusULpbDJxplusjLZbbdo 7reDg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/akzabAO5HArkxYTYiOLI Aw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/1kKLhfDgsplusHplusYJOB KYmIWw==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/N37wKHohPyYdGp4CeAm J6g==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/NrMZU2N1cbeRiXRRxslsh fpuQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/inFMJW8kwdAqAfJnyoepl ushA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/HrxMceDpd3tUmAMAdlji gQ==
6184	Continuation Education -

6184

[https://simbli.eboardsolutions.com/SU/rLyIQSbEP2gMU3C9VDep
lusAA==](https://simbli.eboardsolutions.com/SU/rLyIQSbEP2gMU3C9VDep
lusAA==)

Continuation Education -

[https://simbli.eboardsolutions.com/SU/tslshqsE45YUbitbqu2XCrw
yA==](https://simbli.eboardsolutions.com/SU/tslshqsE45YUbitbqu2XCrw
yA==)

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student well-being, student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

~~No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.~~

~~(cf. 5131—~~

~~Conduct) (cf.—~~

~~5136—Gangs)~~

~~(cf. 5145.3—~~

~~Nondiscrimination/Harassment) (cf.—~~

~~5145.7—Sexual Harassment)~~

~~(cf. 5145.9—Hate-Motivated Behavior)~~

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community. Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

~~Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.~~

~~(cf. 5145.2 - Freedom of Speech/Expression)~~

~~Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.~~

~~(cf. 0420 – School Plans/Site~~

~~Councils) (cf. 0450 – Comprehensive~~

~~Safety Plan) (cf. 1220 – Citizen~~

~~Advisory Committees)~~

~~(cf. 1400 – Relations Between Other Governmental Agencies and the~~

~~Schools) (cf. 6020 – Parent Involvement)~~

~~Bullying Prevention~~

~~To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.~~

~~(cf. 5137 – Positive School Climate)~~

~~(cf. 6164.2 – Guidance/Counseling Services)~~

~~The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.~~

~~(cf. 6142.8 – Comprehensive Health~~

~~Education) (cf. 6142.94 – History-Social~~

~~Science Instruction) (cf. 6163.4 – Student~~

~~Use of Technology)~~

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

~~(cf. 4131 – Staff~~

~~Development) (cf. 4231 –~~

~~Staff Development) (cf.~~

~~4331 – Staff~~

~~Development)~~

~~Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.~~

~~Intervention~~

~~Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report~~

~~threats or incidents confidentially and anonymously.~~

~~School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)~~

~~When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.~~

~~Complaints Procedures~~

~~The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:~~

~~Assistant Superintendent, Human Resources and Support~~

~~Services 1051 South A Street~~

~~Oxnard, CA 93030~~

~~(805) 385-1501 ext. 2050~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures.~~

~~(cf. 1312.3 – Uniform Complaints)~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.~~

~~When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.~~

~~Discipline~~

~~Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5~~

~~(cf. 5138 – Conflict Resolution/Peer~~

~~Mediation) (cf. 5144 – Discipline)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)) (cf. 6159.4 – Behavioral Interventions for Special Education Students)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~200-262.4 Prohibition of~~

~~discrimination 32282-~~

~~Comprehensive safety plan~~

~~35181 Governing board policy on responsibilities of~~

~~students 35291-35291.5 Rules~~

~~48900-48925 Suspension or~~

~~expulsion 48985 Translation of~~

~~notices~~

~~PENAL CODE~~

~~647 Use of camera or other instrument to invade person's privacy; misdemeanor~~

~~647.7 Use of camera or other instrument to invade person's privacy; punishment~~

~~653.2 Electronic communication devices, threats to~~

~~safety UNITED STATES CODE, TITLE 47~~

~~254 Universal service discounts-~~

~~(e-rate) COURT DECISIONS~~

~~J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094~~

~~Lavine v. Blaine School District, (2002) 279 F.3d 719~~

~~Management Resources:~~

~~CSBA PUBLICATIONS~~

~~Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December~~

~~2012 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

~~Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010-~~

~~Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003~~

~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear
Colleague Letter: Harassment and Bullying, October 2010~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Cybersafety for Children: <http://www.cybersafety.ca.gov>~~

~~California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>~~

~~Center for Safe and Responsible Internet Use: <http://cyberbully.org>~~

~~National School Boards Association: <http://www.nsba.org>~~

~~National School Safety Center: <http://www.schoolsafety.us>~~

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

~~Policy OXNARD SCHOOL DISTRICT~~

~~adopted: June 26, 2013 Oxnard, California~~

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 4600-4670

Ed. Code 200-262.4

Ed. Code 32280-32289.5

Ed. Code 32283.5

Ed. Code 35181

Ed. Code 35291-35291.5

Ed. Code 46600

Description

Uniform complaint procedures

Prohibition of discrimination -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

School safety plans -
<https://simbli.eboardsolutions.com/SU/gz33QjVcfk6ufvjfPS84Kw==>

Bullying; online training -
<https://simbli.eboardsolutions.com/SU/DyXslshQr6SVsssIshAtVQeo0USA==>

Governing board authority to set policy on responsibilities of students -
<https://simbli.eboardsolutions.com/SU/aMhrosfuwlgvxetzOUpGwQ==>

Rules -
<https://simbli.eboardsolutions.com/SU/x70F3bNKbY1cKTjvdsIshoC4A==>

Student transfers -
<https://simbli.eboardsolutions.com/SU/9BwpunuMNYTrTI0p92r15g==>

Ed. Code 48900-48925	Suspension and expulsion - https://simbli.eboardsolutions.com/SU/dt5KNUeSLpER0iplusCa0bRIQ==
Ed. Code 48985	Notices to parents in language other than English - https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1AgydnA==
Ed. Code 52060-52077	Local control and accountability plan - https://simbli.eboardsolutions.com/SU/kjIplusPzLslsh17rP0BfXZYJuQ==
Pen. Code 422.55	Definition of hate crime - https://simbli.eboardsolutions.com/SU/EXmP7bT1slshj3qQjaM9qTkHA==
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor - https://simbli.eboardsolutions.com/SU/HhDiFw1Iy2YHHsM2DSWLZg==
Pen. Code 647.7	Use of camera or other instrument to invade person's privacy; punishment - https://simbli.eboardsolutions.com/SU/1MB9aP0wFAL8slshxN0g5plusSgA==
Pen. Code 653.2	Electronic communication devices; threats to safety - https://simbli.eboardsolutions.com/SU/b3lplusd0Hih11bxg2qs6OYFQ==

Federal References

	Description
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
47 USC 254	Universal service discounts (E-rate)

Management Resources References

	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
California Department of Education Publication	Bullying at School,
2003 California Department of Education Publication	Bullying
Module	
California Department of Education Publication	California's Social and Emotional Learning: Guiding Principles, 2018
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
California Department of Education Publication	Social and Emotional Learning in California: A Guide to Resources,
2018 Court Decision	J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
1094	
Court Decision	Lavine v. Blaine School District, (2002) 279 F.3d 719
Court Decision	Wynar v. Douglas County School District, (2013) 728 F.3d 1062
CSBA Publication	Addressing the Conditions of Children: Focus on Bullying, Governance December 2012 Brief,
CSBA Publication	Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DOE Office for Civil Rights Publication	Guidance to America's Schools: Bullying of Students with Disabilities, October 2014
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOE Office for Civil Rights Publication	Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on Basis of Sex, Race, Color, Oct 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4PI63kJI3082w==
Website	Center on Great Teachers and Leaders - https://simbli.eboardsolutions.com/SU/uuNY8dCMmIeI2NuPXnq4GQ==
Website	Collaborative for Academic Social and Emotional Learning - https://simbli.eboardsolutions.com/SU/sNNHIYslsh8zYCfpQYfg7rGplusw==
Website	Common Sense Media - https://simbli.eboardsolutions.com/SU/wpUjI8j8od73P0r6UNOcNQ==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQIQPo821fOy9pg==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References

	Description
0100	Philosophy - https://simbli.eboardsolutions.com/SU/TEB6agC5cTQ2bRlw9GPITA==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/TV0tbldaplusUzwA2rbOssXw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RLIX16eHLi4VPv9A4oSUyw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/pplusOETrUpIIslshs1Ek0qtmWFQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/rL3slshmoszZe3HQAEf3122Yw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/8WlAlACiLwxpluszgrn76gQow==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/3U3QpluskBaxgt9voUm4Vt0Xg==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/4TEI0s0plus6me6Z96hRi6eTw==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/5f6ZbrISVXIz5Hc36Tkmslshg==
1113-E(1)	District And School Websites - https://simbli.eboardsolutions.com/SU/y0cQs9cHPhJslshg1JTjzNGmQ==

1313	Civility - https://simbli.eboardsolutions.com/SU/GqplusXVKt8L6CgUj135VUU5Q==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/n5AKiyVr4eNmJxXBfok61g==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/JLvNbx1cBBBQKgzDuo8Zg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/zp9HjshgMyNjCZDjqobAplus1g==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/tr4IyIO1f1zral0YrSOuow==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Qz6w3FplusslshKw7zTR8L05aRIQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/plus2qhBuBRplusFqz8hmpCX3slshA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jEXdplusM0fdzGxO5P0dBebYw==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/newHd9BduNslshRDjxfwamWTw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3nPhSzjDslshUIQXA7aQG9sPA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/mgIl2slsh7KRf17ahzSFga41A==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/v5VWobwY9bIDyCplusaL0SBw==
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5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/1HI9Ihx9FMplus3WjzEPIh6KQ==
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5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/vslshbmSO6ymgI4iCli0ygGMw==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/xslshTNSji1IA0b94B1vgYmig==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/q5RI9CfFQM64Y7t0VTDkA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/tUTo4zFBvDplusHbkcO5F16EQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/DslshU2fL8CWCcVHbWLEUs5yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/wyAYPbS6HDR3kW4bsyzXFQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/k4PVYc3DplusG2uC4o8RJK5rg==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/JhbM98bAslsh8ExokkT5wTFiw==
5136	Gangs - https://simbli.eboardsolutions.com/SU/RAynZLeB6mowtzBb98p9MA==
5136	Gangs - https://simbli.eboardsolutions.com/SU/QZlwsr34FJT1OplusK60gg6Qg==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/W6IEMplus7E04YmOvHiMnGfmQ==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/0rTvLuvxzfGkDT8IoPxplus0w==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/0yDV2nAmslshCpplusUPZOstP5zg==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/mhyNplusQO4plusiDNFHLdWOcTZw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/1za3slshMTfWL3G8pY9sL8ipg==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/uDsEbljO0eV2dIJmLEAOdw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/F2BSDKZdMQwYOF9wHFTcTw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/6RkoTWXvROOYyd6RI70VnQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2NE7YdslshqPaY0gWIKOGWkYQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/2w3yRsTzIyf3TUWDxDplusWiA==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/S3xgeHdxHhkLOplusTLe0lnyQ==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/NHslshpBNmKIUsGVGrslshCqpYYg==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/mGEL69qaCDhRrD8jblfAdQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/XWJ7sEpLLZDecJ4QYiXPhg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/w7yxCjkjDDmLrFN4fTAlhw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/QR10aaAaJLG6Rt4UOXiPmQ==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/m97EIVaxuAucYVz8l8Ppeg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/NPWm1iASWWpp9dslshPdAslshJFw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/Cvxj42pOk3m5bgNQ4niwCQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/HEYuEzdrNfWslshaTqloegV2Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xepHslshrdAFDkxjtNCYDTZyg==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/oplusULpbDJxplusjLZbbdo7reDg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/akzabAO5HARkxYTYiOLIAw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/1kKLhfDgplusHplusYJQBKYmIWw==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/N37wKHohPyYdGp4CeAmJ6g==

- 6164.2 Guidance/Counseling Services -
<https://simbli.eboardsolutions.com/SU/NrMZU2N1cbeRiXRRxslshfpuQ==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/inFMJW8kwdAqAfJnyoplushA==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/HrxMceDpd3tUmAMAdljIqQ==>
- 6184 Continuation Education -
<https://simbli.eboardsolutions.com/SU/rLyIQSbEP2gMU3C9VDeplusAA==>
- 6184 Continuation Education -
<https://simbli.eboardsolutions.com/SU/tslshqsE45YUbitbqu2XCrawyA==>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section G: Conclusion

Interim Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 04, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

Interim District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, September 29th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A