

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, November 15, 2023

5:00 PM - Open Meeting

5:30 PM - Study Session

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

November 15, 2023

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Mary Truax, Administrator, San Miguel School, will introduce Leah Brakebill, Kamala Leadership student, and Joleen Rubio, student in Ms. Alba'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 by Ramiro Jimenez, student in Ms. Alba's class at San Miguel School, and in Spanish by Miguel Velasco and Marcos Ledesma, students in Mrs. Doyle's class at San Miguel School.

A.4. Presentation by San Miguel School

Mary Truax, Administrator, San Miguel School, will provide a short presentation to the Board regarding San Miguel. 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. Study Session - Chromebooks (DeGenna/Hubbard)

The Interim Superintendent and the Chief Information Officer will provide a presentation on Chromebooks.

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the 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.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2023080522
 - 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 Readmission:
 - Case No. 22-02 (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.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Kristina Cervantes, Assistant Principal
- Megan Hernandez, Assistant Principal
- Marco Gutierrez, Maintenance Manager

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

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sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted 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. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (Fox/Thomas)

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the Williams Quarterly Report, Quarter 1, as presented.

C.2. Enrollment Report (Mitchell)

District enrollment as of October 26, 2023 (CALPADS) was 13,401. This is 780 less than the same time last year. District enrollment as of October 31, 2023 was 13,423. This is 762 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #23-04 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-04 as submitted.

C.4. Actuarial Study of Retiree Health Liabilities (Mitchell/Nuñez)

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

C.5. Establishment and Increase 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 increase of hours of positions, as presented.

C.6. 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

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

It is recommended that the Board approve the following agreements:

C.7. Approval of Agreement #23-93 – Positive Adventures, LLC (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 #23-93 with Positive Adventures, LLC, to provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, and Leadership and Youth Development professional development training for staff, November 16, 2023 through August 15, 2024, in the amount of \$724,891.00, to be paid out of ELOP Funds.

C.8. Approval of Agreement #23-173, Lexia Learning Systems LLC (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-173 with Lexia Learning Systems LLC., to provide online professional development designed to review the Lexia English Student App with the teachers in the Newcomer Academy at Lemonwood and show them how to review student data regularly and access lessons through the App to support students' English language development, November 16, 2023 through October 31, 2024, in the amount not to exceed \$2,000.00, to be paid out of Title III Funds.

C.9. Approval of Agreement #23-184 – Curriculum Associates, LLC (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-184 with Curriculum Associates, LLC, to provide eight hours of virtual training for teachers and administration on Strategies modules, November 16, 2023 through June 30, 2024, in the amount of \$6,000.00, to be paid out of Title III Funds.

C.10. Approval of Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc., to provide Surveying Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through December 31, 2023, in the amount of \$8,101.00, to be funded by the Master Construct and Implementation Funds.

C.11. Approval of Agreement #23-188 with MNS Engineers Inc. to provide Surveying 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 Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-188 with MNS Engineers Inc., to provide Surveying Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through January 31, 2024, in the amount of \$64,000.00, to be paid from Master Construct and Implementation Funds.

C.12. Approval of Agreement #23-189 with MNS Engineers Inc. to provide Surveying Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of

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Trustees approve Agreement #23-189 with MNS Engineers Inc., to provide Surveying Services for the Marina West Elementary School ECDC Project, November 20, 2023 through December 31, 2023, in the amount of \$17,000.00, to be paid from Master Construct and Implementation Funds.

C.13. Approval of Agreement #23-190 with Tetra Tech Inc. to provide CEQA Compliance 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 Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-190 with Tetra Tech Inc., to provide CEQA Compliance Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through March 31, 2024, in the amount of \$5,500.00, to be paid from Master Construct and Implementation Funds.

C.14. Approval of Agreement #23-191 with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-191 with Tetra Tech Inc., to provide CEQA Compliance Services for the Marina West Elementary School ECDC Project, November 20, 2023 through March 31, 2024, in the amount of \$5,200.00, to be paid out of Master Construct and Implementation Funds.

C.15. Approval of Agreement #23-192 with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-192 with Tetra Tech Inc., to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through March 31, 2024, in the amount of \$5,200.00, to be paid from Master Construct and Implementation Funds.

C.16. Approval of Agreement #23-193 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-193 with Universal Engineering Sciences, to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through January 31, 2024, in the amount of \$14,100.00, to be paid from Master Construct and Implementation Funds.

C.17. Approval of Agreement #23-194 with Universal Engineering Sciences to provide Geotechnical 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 Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-194 with Universal Engineering Sciences, to provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through January 31, 2024, in the amount of \$20,100.00, to be paid from

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Master Construct and Implementation Funds.

C.18. Approval of Agreement #23-195 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-195 with Universal Engineering Sciences, to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project, November 20, 2023 through January 31, 2024, in the amount of \$19,800.00, to be paid from Master Construct and Implementation Funds.

C.19. Approval of Field Contract Agreement #23-196 – Santa Barbara & Ventura County Overhead Door (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 #23-196 with Santa Barbara & Ventura County Overhead Door, to remove and replace the fire curtains (roll-ups) located in the front office of McAuliffe School, November 16, 2023 through February 2, 2024, in the amount of \$24,990.00, to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.20. Ratification of Agreement #23-130 - Action Preparedness Training (Torres/Magaña)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-130 with Action Preparedness Training, to provide OSHA- and EMSA-compliant CPR/AED training and First Aid training to Campus Assistants and Volunteer coaches, July 1, 2023 through June 30, 2024, in the amount not to exceed \$7,000.00, to be paid out of Safety Credits.

C.21. Ratification of Agreement #23-140 – ProCare Therapy (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-140 with ProCare Therapy, to provide supplemental staffing to the Oxnard School District in the areas of Speech Language Pathologists, Speech Language Pathologists Assistant, Social Workers, LMFT, Occupational Therapists, Occupational Therapists Assistant, Behavior Specialists, ABA Therapist/RBT, BCBA, Physical Therapists, Physical Therapists Assistant, Sign Language Interpreters, Registered Nurses, School Psychologists, Licensed Vocational Nurses, Teachers of the Visually Impaired, Counselors, Adaptive Physical Education Teachers, Music Therapists, Deaf and Hard of Hearing Teachers, and Paraprofessional/Teacher Aide on an “as needed” basis, July 1, 2023 through June 30, 2024, in the amount not to exceed \$280,000.00, to be paid out of Special Education Funds.

C.22. Ratification of Agreement #23-157 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-157 with Foundation for California Community Colleges/California Afterschool Network, to provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School District,

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focused on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements, July 1, 2023 through June 30, 2024, in the amount not to exceed \$50,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.23. Ratification of Agreement/MOU #23-181 – Our Lady of Guadalupe School (Fox/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #23-181 with Our Lady of Guadalupe School, for Oxnard School District to provide services to Our Lady of Guadalupe School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A, for the 2023-2024 school year, Title III Allocation to Our Lady of Guadalupe School in the amount of \$4,374.00.

C.24. Ratification of Agreement/MOU #23-182 – St. Anthony’s School (Fox/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #23-182 with St. Anthony’s School, for Oxnard School District to provide services to St. Anthony’s School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year, Title III Allocation to St. Anthony’s School in the amount of \$3,807.00.

C.25. Ratification of Agreement/MOU #23-183 – Santa Clara Elementary School (Fox/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #23-183 with Santa Clara Elementary School, for Oxnard School District to provide services to Santa Clara Elementary School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year, Title III Allocation to Santa Clara Elementary School in the amount of \$3,645.00.

C.26. Ratification of Agreement/MOU #23-197 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (Mitchell/Miller)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement/MOU #23-197 with Children and Families First Commission of Ventura County, to establish the terms for Children and Families First Commission of Ventura County to use office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, \$1,800.00 per year to be paid to Oxnard School District.

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:

- October 18, 2023 Regular Meeting
- November 1, 2023 Regular Meeting
- November 4, 2023 Special Meeting

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading–Revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

The Assistant Superintendent, Business & Fiscal Services and the Director of Child Nutrition Services will present revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund for First Reading. The revised Policies will be presented for Second Reading and Adoption at the December 13, 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.

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 Thursday, November 9, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 2023

Agenda Section: Section A: Study Session

Study Session - Chromebooks (DeGenna/Hubbard)

The Interim Superintendent and the Chief Information Officer will provide a presentation on Chromebooks.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 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: November 15, 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
- OAH Case #2023080522

- 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 Readmission:

- Case No. 22-02 (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: November 15, 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: November 15, 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: November 15, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Kristina Cervantes, Assistant Principal
- Megan Hernandez, Assistant Principal
- Marco Gutierrez, Maintenance Manager

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 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: November 15, 2023

Agenda Section: Section C: Consent Agenda

2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (Fox/Thomas)

The County Superintendent of Schools is required by California Education Code Section 1240 to Report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district Governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation.

Ventura County Office of Education has completed the Quarter 1 Williams Report related to visits completed during July - September of 2023. The report is an overview of the visitations related to textbooks/instructional materials and facilities to determine that all students have access to sufficient instructional materials and school facilities are clean, safe, and functional.

This report reflects Quarter 1 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.

- Facilities - All classrooms and amenities are safe, clean and functional.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the Williams Quarterly Report, Quarter 1, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD-_VCOE_2023-24__Q1__Williams_Visitation_Report_\(1 page\)](#)

**Ventura County Office of Education
Quarter 1 Williams Report
2023-24 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 1 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

July - September 2023 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	In Compliance	In Compliance

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of October 26, 2023 (CALPADS) was 13,401. This is 780 less than the same time last year.

District enrollment as of October 31, 2023 was 13,423. This is 762 less than the same time last year.

FISCAL IMPACT:

N/A

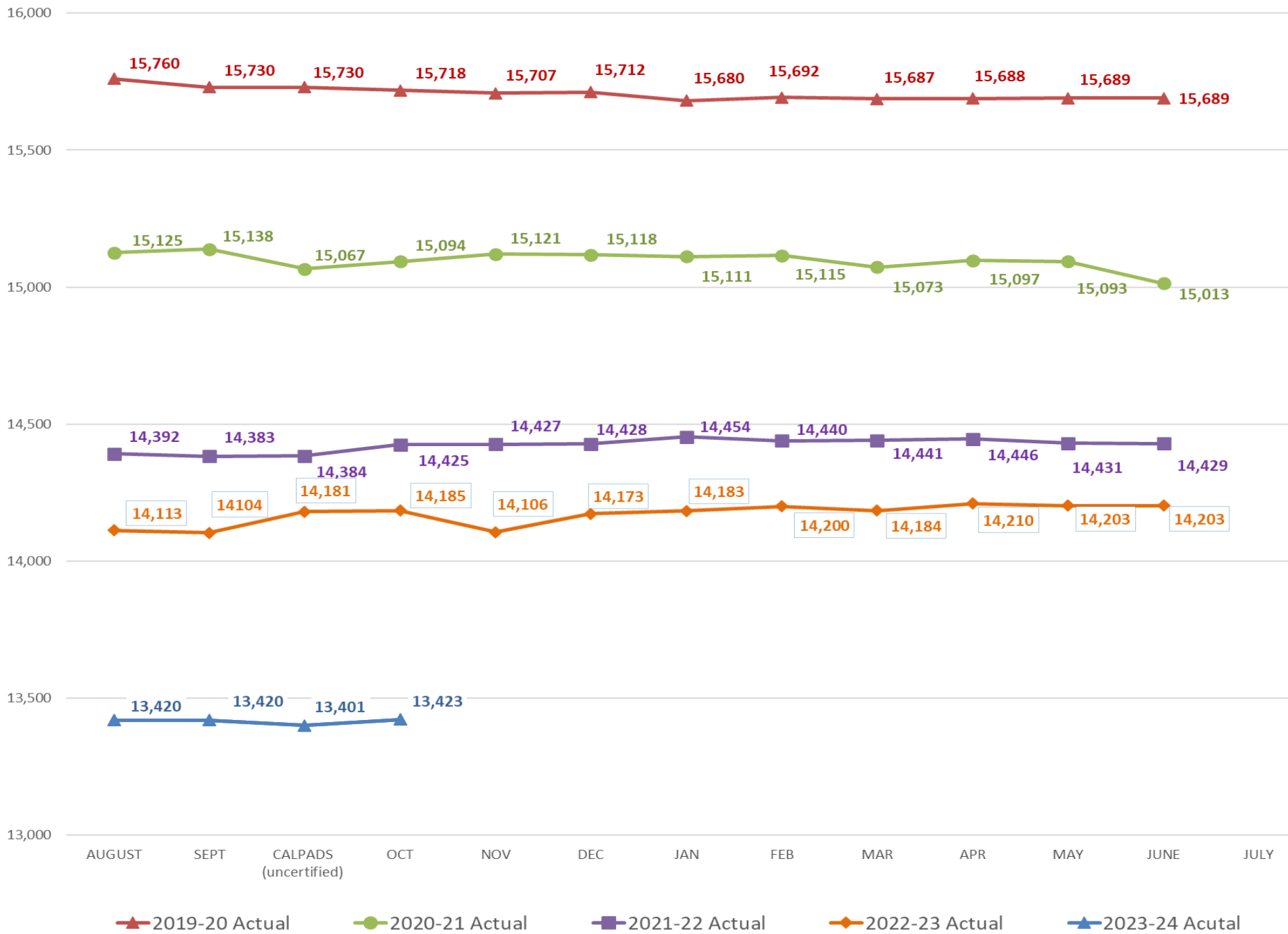
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-04 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 10/06/2023 through 11/02/2023 for the 2023-2024 school year, for \$4,682,171.07.
2. There are no Draft Payments issued from 10/06/2023 through 11/02/2023, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-04 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-04 \(17 Pages\)](#)

Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00023	P And R Paper Supply Co	640	SUP	130-9320	3,535.36
NP24-00024	P And R Paper Supply Co	640	SUP	130-9320	3,756.70
NP24-00025	Gold Star Foods	640	SUP	130-9320	406.78
NP24-00026	Sysco Food Services Of Ventura	640	SUP	130-9320	864.25
NP24-00027	Calif Dept Of Educ	640	SUP	130-9320	429.00
NP24-00028	P And R Paper Supply Co	640	SUP	130-9320	699.20
NP24-00029	Sysco Food Services Of Ventura	640	SUP	130-9320	5,681.26
NP24-00030	Amazon Com	640	MATL/SUP	130-9320	1,185.72
NP24-00031	P And R Paper Supply Co	640	SUP	130-9320	4,037.70
NP24-00032	P And R Paper Supply Co	640	SUP	130-9320	473.45
P24-02073	Amazon Com	042	LCAP_1.13 MATL-SUPL	010-4300	106.13
P24-02123	SCHOOL TECH SUPPLY	380	LCAP_1.30 Computer Equip over \$500	010-4418	1,131.37
P24-02124	NIMCO INC	066	LCAP_1.24-Materials and Supplies - Instructional	010-4300	705.37
P24-02125	IMAGE ONE CORP	600	LCAP_4.04 SERV-LCFF ScanningLicense 7/1/23-6/30/23	010-5818	5,883.67
P24-02126	IMAGE ONE CORP	600	EQUIP-LCFF Scanners	010-4400	1,993.77
P24-02127	ErgoDirect, Inc	610	Ergonomic Materials and Supplies	010-4300	199.90
P24-02128	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	648.95
P24-02129	COOPERATIVE STRATEGIES LLC	100	SERV	010-5800	1,500.00
P24-02130	Ventura Co Office Of Education	660	FY2023-24 Courier Service	010-5800	14,296.00
P24-02131	Amazon Com	360	LCAP_1.05-Books	010-4200	944.46
P24-02132	Tom Rey Garcia dba/ Tomas Cafe & Gallery	360	LCAP_3.01 MATL-SUPL	010-4300	1,000.00
P24-02133	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	285.09
P24-02134	CDW G	004	ROSE AVE PROJECT	215-6274	137,054.13
P24-02135	San Francisco Marriott Marquis Hotel	100	CSBA EAC Hotel Reservation	010-5200	3,669.17
				010-5220	1,834.59
				010-5223	1,834.59
				010-5224	1,834.59
				010-5225	1,834.59
P24-02136	Sheraton Grand Sacramento	051	LCAP_1.24 CONF/TRAVEL INSTRUCTIONAL)	010-5200	938.54
P24-02137	HOLIDAY INN EXPRESS ELK GROVE	300	LCAP_1.19 Hotel Accomadation-Cal Ed Partner	010-5200	4,995.32
P24-02138	Palm Mountain Resort & Spa	345	LCAP_1.09 Conf hotel K. Majda	010-5200	834.14
P24-02139	Uniwell Fresno Hotel, LLC Doub letree by Hilton Fresno	345	LCAP_1.08 -CONF (TOSA)	010-5200	188.31
P24-02140	Hilton Woodland Hills	380	LCAP_1.30 Travel & Conference	010-5200	4,426.60
P24-02141	Southwest Airlines	345	LCAP_1.08 - Conf/Travel (TOSA)	010-5200	738.96
P24-02142	BIXBY BRIDGE FUND I LLC RENAIS SANCE ESMERALDA INDIAN	100	ACSA Hotel Reservation	010-5200	1,354.33

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

Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02143	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	LCAP_1.20_CONF (TOSA C4T4B Institute)	010-5200	750.00
P24-02144	Calif Science Teachers Assn	345	LCAP_1.09_Conference K. Majda	010-5200	505.00
P24-02145	ACSA/FEA	200	CONF (N Torres)	010-5200	749.00
P24-02146	ACSA/FEA	100	ACSA Superintendent Symposium	010-5200	1,198.00
P24-02147	ALAS c/o Megan Soliz	100	Tickets	010-5200	184.71
P24-02148	PANERA BREAD COMPANY PANERA LL C	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	664.15
P24-02149	ORIENTAL TRADING COMPANY	059	Materials & Supplies	010-4300	441.09
P24-02150	Koolmex Cj's BBQ	360	LCAP_3.01-Supplies	010-4300	957.34
P24-02151	Amazon Com	380	LCAP_1.30 Materials & supplies for Stephanie G.	010-4300	286.86
P24-02152	Amazon Com	380	LCAP_1.30 Materials & supplies for Cindy Evans	010-4300	259.94
P24-02153	Amazon Com	060	LCAP_1.24 MATL/SUP- (INST) Garcia-De La Rosa	010-4300	241.46
P24-02154	Amazon Com	315	LCAP_1.06 Material/Supplies ASP	010-4300	63.12
P24-02155	Amazon Com	044	LCAP_1.24_MATL	010-4300	283.58
P24-02156	Amazon Com	315	LCAP_1.06 Material and Supply	010-4300	203.30
P24-02157	Amazon Com	056	LCAP_1.24_Matl./Supp	010-4300	216.82
P24-02158	Amazon Com	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	223.81
P24-02159	Amazon Com	315	LCAP_1.06 Material & Supplies (ASP @ Frank)	010-4300	322.71
P24-02160	Amazon Com	360	Supplies-	010-4300	4,132.39
P24-02161	VANESSA GARCIA PRANCERS VILLAG E	048	LCAP_1.29 SERV (FT)	010-5800	840.00
P24-02162	CMC	355	LCAP_1.19 TRAVEL & CONF PD MATH	010-5200	1,215.00
P24-02163	Southwest Airlines	300	LCAP_1.19 Travel/Cal Ed Partners	010-5200	3,211.70
P24-02164	SMART AND FINAL-C.I. BLVD	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	200.00
P24-02165	MARGARITAVILLE RESORT PALM SPRINGS	036	LCAP 1.24/ travel	010-5200	984.09
P24-02166	MARGARITAVILLE RESORT PALM SPRINGS	355	LCAP_1.19 Travel & Conf PD Math	010-5200	6,316.96
P24-02167	BOWLERO OXNARD	300	MATL/SER	010-4300	304.72
P24-02168	KENCO CONSTRUCTION SVCS INC	630	BOND/INSPECTION/DRI ECDC-DSAIOR SERVICES	350-6290	158,760.00
P24-02169	Amazon Com	100	Mat & Sup	010-4300	139.22
P24-02170	SCHOLASTIC-BOOK CLUBS	051	LCAP_1.24 BOOKS	010-4200	306.93
P24-02171	SCHOLASTIC-BOOK CLUBS	051	LCAP_1.24 BOOKS	010-4200	91.75
P24-02172	SCHOLASTIC-BOOK CLUBS	051	LCAP_1.24 BOOKS	010-4200	352.80
P24-02173	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	53.69
P24-02174	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	47.02

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02175	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	37.13
P24-02176	Amazon Com	060	LCAP_1.24_MATL-SUP- Red Ribbon	010-4300	465.64
P24-02177	Amazon Com	060	LCAP_1.24_MATL/SUP-STEAM Night	010-4300	177.72
P24-02178	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	258.57
P24-02179	Amazon Com	001	LCAP_1.24 Materials and Supplies for Williams	010-4300	193.14
P24-02180	Amazon Com	044	LCAP_1.24_MATL	010-4300	563.24
P24-02181	Amazon Com	057	LCAP_1.24 Materials and Supplies - Williams	010-4300	126.24
P24-02182	Amazon Com	057	LCAP_1.24 Materials and Supplies - Monis	010-4300	273.75
P24-02183	Amazon Com	057	LCAP_1.24 Materials and supplies - Monis	010-4300	197.83
P24-02184	BARNES AND NOBLE BOOKSELLERS, INC.	044	LCAP_124 MATL	010-4200	848.60
P24-02185	School Health Corporation	385	EQUIP- New Nurse	010-4300	136.96
				010-4318	373.62
				010-4400	9,133.30
P24-02186	NIMCO INC	040	LCAP_1.24 MATL-SUPL	010-4300	504.13
P24-02187	School Datebooks	040	LCAP_1.24 MATL-SUPL	010-4300	1,127.92
P24-02188	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 Material Supplys	010-4400	2,258.02
P24-02189	VEX ROBOTICS LLC	041	LCAP_1.06 Robotics Ed. 11-4 & 12-16	010-5800	618.00
P24-02190	Central Restaurant Products	640	4000/EQUIPMENT	010-4400	34,816.64
P24-02191	Central Restaurant Products	640	4400/EQUIPMENT	010-4400	1,745.98
P24-02192	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 Supply/Materials	010-4400	2,455.94
P24-02193	GREENWOOD PUB GROUP LLC HEINEM ANN	345	LCAP_1.02_CONF (ELOG) LLI	010-5200	2,595.00
P24-02195	Dazzling Designs, LLC Fastsign s of Oxnard	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	809.25
P24-02196	Lexia Learning Systems LLC	300	LCAP_1.22 STWR APPS	010-5818	4,000.00
P24-02197	CABE VTA CO CHAPTER	056	LCAP_1.24_Prof. Development	010-5200	375.00
P24-02198	Learning Without Tears	ERC	LCAP_1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	989.11
P24-02199	SCHOOL TECH SUPPLY	610	LCAP_1.07 FREMONT LIABILITY CLAIMS	010-4418	3,798.38
P24-02200	CDW G	004	LCAP_1.07_SOFTWARE	010-5818	488.64
P24-02201	Gopher Sport	315	LCAP_1.06 MATERIAL AND SUPPLYS	010-4300	124.45
P24-02202	Central Restaurant Products	640	MATL/SUP	010-4300	2,132.09
P24-02203	Natl Science Teachers Assn	345	LCAP_1.09_Book Science	010-4200	2,360.27
P24-02204	SCHOOL TECH SUPPLY	055	LCAP_1.24 MATL-SUPL	010-4300	1,889.90
P24-02205	ACSA/FEA	051	LCAP_1.24 CONFERENCE/ADMIN	010-5200	927.00
P24-02206	MARRIOTT HOTEL SERVICES INC AN AHEIM MARRIOTT	300	LCAP_1.19 Hotel Accomadation for CABE	010-5200	18,126.99

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02207	MARRIOTT HOTEL SERVICES INC AN AHEIM MARRIOTT	360	LCAP_3.01 Title III-Conf	010-5200	12,947.85
P24-02208	MARRIOTT HOTEL SERVICES INC AN AHEIM MARRIOTT	100	CABE HOTEL	010-5200	863.19
P24-02209	Petesehria, LLC PizzaMan Dan's	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,420.25
P24-02210	Hyatt Regency Sacramento	200	CONF/TRAV (ACSA-N Torres)	010-5200	1,094.07
P24-02211	Ventura Co Office Of Education	380	LCAP 2.09_SERV (PT)	010-5800	38,569.38
P24-02212	Ventura Co Office Of Education	380	LCAP 2.09_SERV (O&M)	010-5800	18,063.82
P24-02213	Ventura Co Office Of Education	380	LCAP_2.09 SERV (H/H)	010-5800	8,370.48
P24-02214	Office Depot Bus Ser Div	345	LCAP_1.08 matl/sup - TK- K. Leppaluoto	010-4300	3,119.44
P24-02215	Dial Security	315	LCAP_1.06 Services / Camino Del Sol Fire System	010-5800	204.00
P24-02216	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Service / Sierra Linda	010-5800	2,975.00
P24-02217	Marie Callender's	041	LCAP_1.24 Frank Staff SIP day 10-10-23	010-4300	1,157.33
P24-02218	VENTURA CABE DR. MARIA HERNANDEZ	060	LCAP_1.24_ MATL/SUPL (VCOE CABE Conference)	010-5200	125.00
P24-02219	Rosalina Guzman dba. La Mixteca Restaurante	360	LCAP_3.01 MATL-SUPL	010-4300	1,175.80
P24-02220	Dial Security	630	Professional Services / Warehouse	010-5800	975.00
P24-02221	Apple Computer Inc	042	LCAP_1.07 FREMONT LIABILITY CLAIMS Replacement	010-4418	2,501.55
P24-02222	United Rentals (North America)	051	LCAP_1.24 RENTALS/SERVICE	010-5600	228.87
P24-02223	California Teachers Assoc Local ID: 0924	036	LCAP 1.24- Conference	010-5200	195.00
P24-02224	United Rentals (North America)	044	LCAP-1.24_ MATERIALS & SUPPLIES	010-4300	599.78
P24-02225	CN School & Office Sol, Inc Culler-Newlin	051	EQUIP/MOBILE PEDESTAL (ASP STAFF)	010-4400	1,502.54
P24-02226	READ WRITE THINK, LLC	345	LCAP_1.9 (SERV/SUPP CONC)	010-5800	11,400.00
P24-02227	READ WRITE THINK, LLC	048	T1/SERV	010-5800	63,800.00
P24-02228	READ WRITE THINK, LLC	051	T1/SERV	010-5800	57,200.00
P24-02229	School Specialty Inc	003	stores supplies	010-9320	8,836.30
P24-02230	Southwest School & Office Sup	003	stores supplies	010-9320	4,816.58
P24-02231	SVA Architects, Inc.	630	BOND/ARCHITECT (FRE RECON PROJ)	215-6210	2,598,000.00
P24-02232	Southwest Plastic Binding Co Southwest Binding & Laminating	003	stores supplies	010-9320	3,166.07
P24-02233	Jordanos Inc	003	stores supplies	010-9320	594.36
P24-02234	Office Depot Bus Ser Div	003	stores supplies	010-9320	3,440.28
P24-02235	BSN Sports	003	stores supplies	010-9320	529.64
P24-02236	School Nurse Supply Co	003	stores supplies	010-9320	251.28
P24-02237	Hilton Anaheim	360	LCAP_3.01 Title III-Conf	010-5200	19,871.25
P24-02238	Hilton Anaheim	050	LCAP_1.24 CONF (ADMIN)	010-5200	1,589.70

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02239	Hilton Anaheim	050	LCAP_1.24 CONF (PARENTS)	010-5200	1,589.70
P24-02240	Hilton Anaheim	050	LCAP_1.24 CONF (TEACHERS)	010-5200	2,384.55
P24-02241	Home Depot Inc	620	LCAP_4.04 EQUIP	010-4300	326.66
P24-02242	Home Depot Inc	004	MAT/SUP	010-4300	865.24
				010-4400	1,286.96
P24-02243	CN School & Office Sol, Inc Cu lver-Newlin	060	EQUIP (TEACHER DESK - MR. FORD)	010-4400	1,999.46
P24-02244	HOME COUNTY PIZZA INC DOMINO'S PIZZA	053	LCAP_1.24 MATL-SUPL (INST)	010-4300	546.25
P24-02245	Amazon Com	038	LCAP_1.24 MATL-SUP--Guillen Wellness Center	010-4300	715.88
P24-02246	Drapery Affair The Floor Store	630	LCAP_1.06 SERV/ELOP	010-5800	6,339.77
P24-02247	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	68.41
P24-02248	Hilton Anaheim	048	LCAP_1.24-CONF/TRAVEL-ADMIN	010-5200	5,563.95
P24-02249	VENTURA CO SCHOOL BOARDS ASSOC	100	Membership	010-5300	200.00
P24-02250	Amazon Com	032	LCAP_1.24 MATL/SUPL-INST	010-4300	113.64
P24-02251	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	165.17
P24-02252	Dial Security	315	LCAP_1.06 Services / Camino Del Sol Fire System	010-5800	24,080.28
P24-02253	GREAT PACIFIC PUMPKINS	050	LCAP_1.24 SERV (INST)	010-5800	504.00
P24-02254	Amazon Com	048	LCAP_1.24 MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	160.81
P24-02255	CABO SEAFOOD GRILL AND CANTINA INC	044	LCAP_1.24_ MATS & SUPPLIES	010-4300	1,070.65
P24-02256	WAYNE STEVENS IT'S IN THE SAUC E BBQ	051	LCAP_1.24 MAT/SUPPLIES (Admin)	010-4300	1,387.50
P24-02257	Tom Rey Garcia dba/ Tomas Cafe & Gallery	058	LCAP_1.24 [SIP DAY 10/9/23]	010-4300	1,569.92
P24-02258	WESTIN SAN DIEGO	315	LCAP_1.11 TRAVEL AND CONFERENCE	010-5200	1,920.03
P24-02259	Amazon Com	054	LCAP_1.24-matl/sup-instructional	010-4300	324.09
P24-02260	Amazon Com	054	LCAP_1.24-matl/sup-instructional	010-4300	280.29
P24-02261	Amazon Com	066	LCAP_1.24 - MATL & SUPL-Inst. (C. Strasswyk)	010-4300	192.82
P24-02262	Amazon Com	355	LCAP_1.05 - BOOKS FOR MATH	010-4200	968.59
P24-02263	Amazon Com	315	LCAP_1.06 Material and Supplys	010-4300	259.32
P24-02264	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	554.34
P24-02265	Office Depot Bus Ser Div	032	LCAP_1.24 MATL/SUPL (INST)	010-4300	307.14
P24-02266	Veritiv Operating Company	003	stores supplies	010-9320	20,186.67
P24-02267	Amazon Com	315	LCAP_1.06 Material and Supplys ASP	010-4300	324.38
P24-02268	Amazon Com	038	LCAP_1.24 MATL-SUPL (PBIS)	010-4300	602.69
P24-02269	Amazon Com	004	MAT/SUP	010-4300	47.13
P24-02270	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	397.27
P24-02271	Amazon Com	040	LCAP_1.06 MATL-SUPL	010-4300	223.90
P24-02272	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	148.09

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02273	Amazon Com	044	LCAP_1.24_ MATERIALS & SUPPLIES	010-4300	170.31
P24-02274	Amazon Com	040	LCAP_1.06 MATL-SUPL	010-4300	128.55
P24-02275	Amazon Com	300	SUP/MLT	010-4300	628.63
P24-02276	Amazon Com	051	LCAP_1.24 MATERIALS/SUPLIES (Instructional)	010-4300	20.31
P24-02277	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	31.42
P24-02278	Amazon Com	051	LPAC_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	140.47
P24-02279	Amazon Com	640	MATL/SUP	130-4300	702.21
P24-02280	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (instructional)	010-4300	14.19
P24-02281	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	221.75
P24-02282	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	275.96
P24-02283	Amazon Com	051	LCAP_1.24 BOOKS (Instruction)	010-4200	176.00
P24-02284	CABE	100	CONF/MEMB	010-5200	875.00
				010-5220	875.00
				010-5221	875.00
				010-5223	875.00
				010-5224	875.00
				010-5225	875.00
				010-5300	540.00
P24-02285	CABE	300	LCAP_3.01 Title III	010-5200	14,437.19
P24-02286	Foundation Building Matls, LLC	630	LCAP_1.06 MATS/ELOP	010-5800	881.16
P24-02287	LABSOURCE, INC	003	stores supplies	010-9320	1,471.60
P24-02288	SDL, INC	100	Trados Software/License	010-5818	657.30
P24-02289	CARNITAS EL BROTHER INC	038	LCAP_1.24 MATL-SUPL SIP Day	010-4300	1,313.70
P24-02290	School Tech Supply	038	LCAP_1.24 COMP EQUIP-instructional	010-4418	1,080.48
P24-02291	Vendurance Inc	038	LCAP_1.06_Serv-Afterschool activity	010-5800	500.00
P24-02292	CABE VTA CO CHAPTER	038	LCAP_1.24 CONF/TRAV (CABE)	010-5200	1,500.00
P24-02293	THE EMMONS COMPANY	315	LCAP_1.06 Services/Association	010-5800	2,500.00
P24-02294	EL POLLO NORTENO INC	036	LCAP_1.24_MATL-SUPL (INST)	010-4300	1,121.00
P24-02295	Affordable Tables And Chairs	036	LCAP_1.24 MATL-SUPL (INST)	010-4300	535.00
P24-02296	CABE VTA CO CHAPTER	036	LCAP_1.24_ Conference	010-5200	1,125.00
P24-02297	EL POLLO NORTENO INC	040	LCAP_1.24 MATL-SUPL	010-4300	600.50
P24-02298	Printech	046	LCAP_1.24 MATL-SUPL	010-4300	364.79
P24-02299	NANCY PAULSON EXTREME MATH	315	LCAP_1.06 Material & Supplys	010-4300	545.63
P24-02300	Avid Center	315	LCAP_1.11 TRAVEL AND CONFERENCE	010-5200	1,300.00
P24-02301	B & H Foto & Electronics Corp	315	LCAP_1.11 SWP RND 4 MATERIAL& SUPPLYS	010-4300	516.10
P24-02302	AG Designs 805 Inc.	051	LCAP_1.24 MAT/SUPPLIES (Instruction)	010-4300	6,440.29

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02303	GREENWOOD PUB GROUP LLC HEINEM ANN	054	LCAP-matl/sup-instructional	010-4200	1,043.60
P24-02304	Pioneer Chemical Co	003	stores supplies	010-9320	989.54
P24-02305	Allcable Inc	004	ROSE AVE PROJECT	215-6274	546.25
P24-02306	Lakeshore Learning Materials	044	LCAP_1.24_ MATERIALS & SUPPLIES	010-4300	600.70
P24-02307	Hand2mind	315	LCAP_1.06 ASP Material & Supplys	010-4300	2,785.66
P24-02308	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	3,562.10
P24-02309	School Health Corporation	003	stores supplies	010-9320	1,229.61
P24-02310	CDW G	004	SERV	010-5800	25,000.00
P24-02311	Allcable Inc	004	MAT/SUP	010-4300	1,069.83
P24-02312	SCHOLASTIC-TEACHER STORE	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4200	456.67
P24-02313	Positive Promotions	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	124.47
P24-02314	Grainger Inc	004	ROSE AVE PROJECT	215-6274	1,092.50
P24-02315	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	224.90
P24-02316	Uline	044	LCAP_1.24_ MATERIALS & SUPPLIES	010-4300	4,185.68
P24-02317	Amazon Com	060	LCAP_1.24_MATL/SUP-Ms. Heaton	010-4300	57.17
P24-02318	Presentation Products Inc DBA Spinitar	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	3,879.16
P24-02319	OLAS EXPRESS LAUNDROMAT	640	Other Services	130-5500	24,000.00
P24-02320	UNDERWOOD FAMILY FARMS LP	038	LCAP_1.24 SERV-Fieldtrip admission 10/25 K	010-5800	1,012.00
P24-02321	Printech	054	LCAP_1.24 Materials & Supplies-Instruction	010-4300	1,092.50
P24-02322	Allcable Inc	004	ROSE AVE PROJECT	215-6274	1,930.45
P24-02323	CDW G	004	SOFTWARE	010-5818	2,250.00
P24-02324	CABE	036	LCAP_1.24- Conference	010-5200	4,630.00
P24-02325	CALIFORNIA IT IN EDUCATION	004	Dues/Membership	010-5300	5,100.00
P24-02326	Lakeshore Learning Materials	060	LCAP_1.24_MATL/SUP- 1st gr. Counting Coll.	010-4300	210.84
P24-02327	Lakeshore Learning Materials	060	LCAP_1.24_ MATL/SUP-Ms. Garcia-De La Rosa	010-4300	203.11
P24-02328	Southwest Airlines	200	TRAV/CONF (ACSA Summit-NT)	010-5200	307.97
P24-02329	Hilton Anaheim	036	LCAP 1.24- Conference	010-5200	4,769.10
P24-02330	Amazon Com	380	LCAP_1.30_ Matls/Suppl (M/M-RSP & SDC)	010-4300	1,460.42
P24-02331	Amazon Com	042	LCAP_1.13 MATL-SUPL	010-4300	130.46
P24-02332	Amazon Com	042	LCAP_1.13 MATL-SUPL	010-4300	25.65
P24-02333	Amazon Com	042	LCAP_1.13 MATL-SUPL	010-4300	40.39
P24-02334	Amazon Com	630	Custodial Materials and Supplies	010-4300	496.08
P24-02335	Amazon Com	630	Grounds Materials and Supplies	010-4300	653.51
P24-02336	Amazon Com	051	LPAC_1.24 BOOKS (Instructional)	010-4200	129.45
P24-02337	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	269.73
P24-02338	Amazon Com	355	LCAP_1.05 BOOKS FOR MATH	010-4200	81.32
P24-02339	Amazon Com	630	Grounds Materials and Supplies	010-4300	365.12

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02340	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	490.80
P24-02341	LECTURA INC LATINO FAMILY LITE RACY PROJECT	059	LCAP_1.13_ Trav & Conf/Books Other Than Textbooks	010-4200	3,533.00
				010-5200	400.00
P24-02342	PEARSON ASSESSMENT	380	LCAP_1.13 SERV	010-5818	139,616.52
P24-02343	Lakeshore Learning Materials	059	LCAP_1.13_ Materials & Supplies	010-4300	872.91
P24-02344	CABE	360	LCAP_1.28 -Membership-	010-5300	110.00
P24-02345	Lakeshore Learning Materials	059	LCAP_1.13 Materials & Supplies	010-4300	2,846.06
				010-4400	2,244.99
P24-02346	ACSA/FEA	380	LCAP_1.30_ Travel & Conference	010-5200	1,298.00
P24-02347	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-School Finance webinar 10-31-23 VM	010-5200	245.00
P24-02348	Sinclair Sanitary Supply Inc	630	Custodial Equipment	010-4400	5,062.60
P24-02349	Petroleum Telcom Inc DBA Telecom	051	LCAP_1.24 EQUIPMENT	010-4300	380.19
P24-02350	LA GRINDING CO.	655	Materials and Supplies	010-4300	71.01
P24-02351	LA GRINDING CO.	655	Materials and Supplies	010-4300	257.83
P24-02352	CDW G	004	SOFTWARE	010-5818	499.00
P24-02353	15TH & L INVESTOR LLC RESIDENC E INN SACRAMENTO	380	LCAP_1.13 Hotel for conference	010-5200	925.87
P24-02354	Southwest Airlines	380	LCAP_1.13 Travel for conference	010-5200	500.95
P24-02355	Home Depot Inc	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	429.18
P24-02356	Southwest Airlines	345	LCAP_1.08 - Conf/Travel (TOSA)	010-5200	480.96
P24-02357	Grainger Inc	003	stores suipplies	010-9320	2,612.65
P24-02358	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	1,149.10
P24-02359	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4200	174.98
P24-02360	Amazon Com	051	LCAP_1.24 BOOKS (Instructional)	010-4300	144.05
P24-02361	Amazon Com	054	LCAP_1.24-matl/sup-instructional	010-4300	131.70
P24-02362	Amazon Com	057	LCAP_1.24 Materials and Supplies -Kath	010-4300	292.12
P24-02363	Amazon Com	057	LCAP_1.24 Materials and Supplies -Kath 2	010-4300	158.14
P24-02364	Amazon Com	057	LCAP_1.24 Materials and Supplies - Cahill	010-4300	120.46
P24-02365	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	100.07
P24-02366	Amazon Com	360	LCAP_3.01 Title III-Supplies	010-4300	200.49
P24-02367	Amazon Com	360	LCAP_3.01-Books	010-4200	223.42
P24-02368	Amazon Com	360	LCAP_3.01-Books	010-4200	90.51
P24-02369	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	320.05
P24-02370	Amazon Com	041	matl/supplies New Teacher - Keneisha Sargent	010-4300	187.46
P24-02371	Amazon Com	041	matl/supplies New Teacher - Keneisha Sargent	010-4300	115.84
P24-02372	Amazon Com	320	matl/sup - Office emergency	010-4300	80.78

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02373	CONTRACT PAPER GROUP INC	003	Stores Supplies	010-9320	27,971.50
P24-02374	ALVARO VENEGAS dba/ SWEAT III	036	LCAP_1.24 (SUPP CONC/T1/SERV)	010-5800	50,400.00
P24-02375	ALVARO VENEGAS dba/ SWEAT III	048	LCAP_1.24 (T3/SERV)	010-5800	50,500.00
P24-02376	Tonertown All Brands Services	059	LCAP_1.24 (Mat/Sup)	010-4300	4,824.48
P24-02377	Amazon Com	055	LCAP_1.24 MATL-SUPL	010-4300	53.34
P24-02378	Amazon Com	315	LCAP_1.06 MAT/SUPL ASP SORIA COORDINATOR ELIDA	010-4300	307.55
P24-02379	Amazon Com	032	LCAP_1.06 MATL-SUPL	010-4300	569.74
P24-02380	Amazon Com	003	Stores Supplies	010-9320	1,139.69
P24-02381	Amazon Com	004	MAT/SUP	010-4300	2,495.13
P24-02382	Amazon Com	300	LCAP_1.20 INSTRUCTIONAL SUPPORTMTLS - TOSAs	010-4300	154.43
P24-02383	Amazon Com	315	LCAP_1.06 MATERIAL SUPPLY ASP	010-4300	144.09
P24-02384	Amazon Com	057	LCAP_1.24 Materials and Supplies - Skinner	010-4300	187.68
P24-02385	Amazon Com	057	LCAP_1.24 Materials and Supplies - Nunez	010-4200	322.73
P24-02386	Amazon Com	057	LCAP_1.24 Materials and Supplies - Nunez	010-4200	290.20
P24-02387	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	200	MATL/SUPP (Negotiations)	010-4300	1,000.00
P24-02388	VALLARTA SUPERMARKETS	060	LCAP_1.24_ Open P.O. for Vallarta Supermarket	010-4300	273.13
P24-02389	SALUS CAMPUS SOLUTIONS	385	LCAP_2.6 (SERV/SUPP CONC)	010-5800	90,000.00
P24-02390	SHRM	200	CONF (P P ierce Cert Prog)	010-5200	410.00
P24-02391	RONALD REAGAN PRESIDENTAL FOUN DATION - LIBRARY	055	LCAP_1.24_Ronald Reagan Library 12/10/23	010-5800	1,388.00
P24-02392	CARNITAS EL BROTHER INC	055	LCAP_2.17_SIP Day Catering Carnitas El Brother	010-4300	983.25
P24-02393	CARNEGIE LEARNING INC	380	LCAP_1.13_ SUBSCRIPTIONS	010-5818	2,549.25
P24-02394	Jostens, Inc	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,477.79
P24-02395	DONNA KASHOLA dba. ALL THINGS TEA	100	MAT/SUP	010-4300	252.48
P24-02396	QUINN COMPANY	630	Equipment	010-6400	39,330.00
P24-02397	PEEBEE & JAY PH	100	Blanket Purchase Order 2023-2024	010-4300	1,500.00
P24-02398	PEEBEE & JAY PH	100	SUPL	010-4300	68.20
P24-02399	NATIONAL FIRE PROTECTION ASSOC	630	Membership / Dana Miller	010-5300	175.00
P24-02400	Renaissance Learning Inc	066	LCAP_1.24 Online License-Instructional	010-5818	1,191.30
P24-02401	PEAR DECK, INC	051	LCAP_1.24 SUBSCRIPTIONS	010-5818	3,606.03
P24-02402	VANESSA GARCIA PRANCERS VILLAG E	060	LCAP_1.24_ Kinder Fieldtrip to Prance Farms 10/27	010-5800	708.00
P24-02403	BARNES AND NOBLE BOOKSELLERS, INC.	355	LCAP_1.05 BOOKS FOR MATH	010-4200	1,808.63
P24-02404	CDW G	004	SOFTWARE	010-5818	4,292.00

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P24-02405	POLAR ELECTRO, INC	355	LCAP_1.09 MATERIALS & SUPPLIES FOR PE	010-4300	4,265.00
P24-02406	TOM HENSON HENSON MUSIC CENTER	315	LCAP_1.06 MATL/SUP LCAP	010-4300	2,000.00
P24-02407	SCHOOL TECH SUPPLY	004	LCAP_1.07_Repair	010-5618	147.39
P24-02408	CDW G	004	COMP EQUIP	010-4418	3,040.43
P24-02409	CDW G	004	SOFTWARE	010-5818	28,676.46
P24-02410	BSN Sports	003	stores supplies	010-9320	229.43
P24-02411	California Reading Association	100	CRA Literacy Conference	010-5200	10,000.00
P24-02412	CSPCA - PHILIP J GORDILLO EXEC UTIVE DIRECTOR	200	TRAV/CONF (S Carroll)	010-5200	1,598.00
P24-02413	ILLUMINATE EDUCATION INC.	320	LCAP_1.10 SUPP CONC FUNDS/SERV	010-5818	209,022.25
P24-02414	SANTA BARBARA ZOO	051	LCAP_1.24 SERVICES (Instruction)	010-5800	582.00
P24-02415	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental / Kamala Chiller	010-5600	10,500.00
P24-02416	Dial Security	630	Professional Services / Panic Button	010-5800	163.00
P24-02417	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Service / Frank	010-5800	595.00
P24-02418	Lennox Industries Inc	630	HVAC Materials and Supplies	010-4323	8,320.92
P24-02419	HOTEL DENA	345	LCAP_1.08 -CONF (TOSA)	010-5200	3,585.69
P24-02420	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	060	LCAP_1.24_ 5th gr. end of year Fieldtrip 6/12	010-5800	453.39
P24-02421	HOTEL INDIGO SAN DIEGO GASLAMP	100	CONF AASA Hotel Reservation	010-5200	977.55
P24-02422	UNITED RECORDS MANAGEMENT	650	SERV	010-5800	400.00
P24-02423	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02424	Lego Education	315	LCAP_1.06 Materials & Supplies	010-4300	15,235.73
P24-02425	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02426	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02427	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02428	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02429	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02430	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02431	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02432	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02433	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02434	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02435	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02436	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02437	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02438	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02439	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02440	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02441	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00

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P24-02442	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02443	Curriculum Associates Inc	360	LCAP_1.10 Title III_Software	010-5818	4,000.00
P24-02444	Ventura Co Office Of Education	320	Conf_Santa Clara Elem Tiltle II	010-5800	60.00
P24-02445	Sunrise Phys Therapy Svcs In	610	Mat/Sup - Ergonomics	010-4300	6,167.21
P24-02446	Ventura Co Office Of Education	004	TRAV/CONF	010-5200	1,400.00
P24-02447	Old Mission Santa Barbara, Inc	036	LCAP_1.24_ (services)	010-5800	442.00
P24-02448	DR. OLVERA PSYCHOLOGY, PROFESS IONAL CORP	380	SERV	010-5800	18,000.00
P24-02449	UNDERWOOD FAMILY FARMS LP	058	LCAP_2.14_SVCS [FT-AT01457 Underwood Farm] BILL	010-5800	810.00
P24-02450	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	215.28
P24-02451	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	237.61
P24-02452	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	233.22
P24-02453	Amazon Com	044	LCAP_1.06 MATERIAL & SUPPLIES	010-4300	431.40
P24-02454	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	225.74
P24-02455	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	136.76
P24-02456	Amazon Com	041	LCAP_1.24 (MATL-SUP) Amazon- Frank school	010-4300	1,870.80
P24-02457	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	630	ELOP/REPAIR (ROOF REPAIR)	010-5632	5,887.00
P24-02458	Amazon Com	038	LCAP_1.24 matl/supplies - Piña	010-4300	176.73
P24-02459	Amazon Com	038	LCAP_1.13 matl/supplies - Piña	010-4300	66.16
P24-02460	Amazon Com	032	LCAP_1.24 MATL/SUP (INST)	010-4200	392.33
P24-02461	Amazon Com	380	LCAP_1.30_Matls/Suppl (Autism)	010-4300	3,954.59
P24-02462	Amazon Com	038	LCAP_1.24 MATL-SUP--Guillen Wellness Center	010-4300	312.26
P24-02463	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	179.86
P24-02464	Amazon Com	630	Materials and Supplies	010-4300	1,463.07
P24-02465	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4200	140.44
P24-02466	Amazon Com	066	LCAP_1.24 - MATL/SUP-Instructional	010-4300	410.28
P24-02467	Amazon Com	380	LCAP_1.13 Materials and Supplies for Devon Vail	010-4200	39.36
P24-02468	Amazon Com	380	LCAP_1.30 Materials and Supplies for Erika Dowd	010-4200	175.77
P24-02469	Amazon Com	380	LCAP_1.30 Materials and Supplies for Sarah McGraw	010-4300	39.49
P24-02470	Amazon Com	380	LCAP_1.30 Materials and Supplies for Joanne Kim	010-4300	133.54
P24-02471	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	90.91
P24-02472	Amazon Com	380	LCAP_1.30 Materials and Supplies for AAC	010-4300	130.58
P24-02473	Amazon Com	380	LCAP_1.30 Materials and Supplies for Cinthya Lewis	010-4200	42.76
P24-02474	Amazon Com	630	Materials and Supplies	010-4300	133.52
P24-02475	Amazon Com	060	LCAP_1.24_ MATL/SUP AR	010-4300	1,223.04
P24-02476	Amazon Com	630	Grounds Materials and Supplies	010-4300	362.14

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P24-02477	AMERICA'S TEACHING ZOO	055	LCAP_1.24_TRANSPORTATION, MOORPARK COLLEGE	010-5800	525.00
P24-02478	Amazon Com	040	LCAP_1.24 BOOKS AND SUPPLIES	010-4200	146.58
P24-02479	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	416.96
P24-02480	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	31.72
P24-02481	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	325.41
P24-02482	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	42.76
P24-02483	Amazon Com	315	LCAP_1.06 MATERIAL AND SUPPLYS	010-4300	52.37
P24-02484	Amazon Com	315	LCAP_1.06 MATERIAL AND SUPPLYS RAMONA SPIRIT TEAM	010-4300	174.07
P24-02485	Amazon Com	315	LCAP_1.06 MATERIAL/SUPPLYS FRANK AVID CLUB	010-4300	82.08
P24-02486	Amazon Com	315	LCAP_1.06 MATERIAL & SUPPLY	010-4300	37.30
P24-02487	Amazon Com	058	LCAP_1.24 MAT'L'S & SUPPLIES	010-4300	614.28
P24-02488	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instruction)	010-4300	123.92
P24-02489	Amazon Com	058	LCAP_1.24 MATL'S & SUPPLIES	010-4300	128.52
P24-02491	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	70.08
P24-02492	Amazon Com	060	LCAP_1.24_ MATL/SUP Ms. Phenix	010-4300	139.26
P24-02493	Jostens, Inc	055	Jostens 8th Grade Promotion Gowns 2023	010-4300	1,710.86
P24-02494	Shaw Hr Consulting	200	SVCS	010-5800	3,570.00
P24-02495	Ashton Awards Inc Aswell Troph y	032	LCAP_1.24 MATL/SUP	010-4300	469.00
P24-02496	SCHOLASTIC-BOOK CLUBS	052	LCAP_1.24 - Matl/Supl	010-4200	1,483.95
P24-02497	Calif Dept Of Educ	640	SUP	130-4700	97.50
P24-02498	Lakeshore Learning Materials	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	520.03
P24-02499	Bad Wolf Press	050	LCAP_1.06 MATL-SUPL (SERV)	010-5818	65.59
P24-02500	Ricoh Usa, Inc	650	MAINT (ARCHIVES SCANNER/SOFTWARE)	010-5631	1,847.42
P24-02501	Lakeshore Learning Materials	059	LCAP_1.13_ Materials & Supplies	010-4300	599.78
P24-02502	Lakeshore Learning Materials	059	LCAP_1.13_ Materials & Supplies	010-4300	140.93
P24-02503	CABE	058	LCAP_1.24 Cabe Conference 2024	010-5200	3,667.79
				010-5300	242.21
P24-02504	TRI-SIGNAL INTEGRATION, INC.	630	Alarm Repair / Marshall	010-5632	500.00
P24-02505	Perma Bound Books	041	LCAP_1.24 (MAT-SUP) Perma Bound Books	010-4200	2,179.31
P24-02506	International Sanitary Supply Association, Inc.	630	Conference / Ben Tirado	010-5200	339.00
P24-02507	Lakeshore Learning Materials	380	LCAP_1.30 Materials and Supplies for Ariana S.T.	010-4300	217.41
P24-02508	Super Duper Inc	380	LCAP_1.30 Materials and Supplies for Sarah McGraw	010-4300	208.45
P24-02509	Bjorem Speech Publications	380	LCAP_1.30 Materials and Supplies for Sarah McGraw	010-4300	41.74

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02510	Bjorem Speech Publications	380	LCAP_1.30 Materials and Supplies for Joanne Kim	010-4300	59.63
P24-02511	Teachers Pay Teachers	380	LCAP_1.30 Materials and Supplies for Joanne Kim	010-4300	70.00
P24-02512	Teachers Pay Teachers	380	LCAP_1.30 Materials and Supplies for Annabelle C.	010-4300	151.32
P24-02513	School Nurse Supply Co	003	stores supplies	010-9320	1,259.54
P24-02514	PRO-ED, Inc.	380	LCAP_1.13 MAT/SUPL	010-4300	1,148.38
P24-02515	PRO-ED, Inc.	380	LCAP_1.13 MAT/SUPL	010-4300	1,236.62
P24-02516	Forbess Consulting Group, Inc FCG Environmental	630	Professional Services / Marshall	010-5800	810.00
P24-02517	Green Globe HVAC, Inc.	630	Professional Service / Various Sites	010-5800	9,300.00
P24-02518	DURAN TIRE	620	LCAP_4.04 SUPL -REPR	010-4300 010-5632	5,000.00 3,000.00
P24-02519	LECTURA INC LATINO FAMILY LITE RACY PROJECT	300	LCAP_1.20 TRAV/CONF	010-5800	200.00
P24-02520	GIFFIN EQUIPMENT	052	LCAP_1.24 - RENTLS	010-5600	498.18
P24-02521	SOUTHERN CALIFORNIA KINDERGART EN CONFERENCE INC	345	LCAP_1.08 CONF (Katherine)	010-5200	2,905.00
P24-02522	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	90,000.00
P24-02523	Uniwell Fresno Hotel, LLC Doub letree by Hilton Fresno	345	LCAP_1.08 -CONF (TOSA)	010-5200	324.63
P24-02524	School Specialty Inc	059	LCAP_1.13 (Mat/Sup)	010-4300	402.04
P24-02525	SCHOLASTIC-BOOK FAIRS	050	LCAP_1.24 BOOK/REF MATL	010-4200	297.93
P24-02526	Lakeshore Learning Materials-V	066	LCAP_1.24 MATL/SUP-Instructional (T.Gaynor)	010-4300	585.00
P24-02527	Dial Security	630	Professional Services / Marshall	010-5800	200.00
P24-02528	Lakeshore Learning Materials-V	066	LCAP_1.24 MATL/SUP-Instructional (J.Patton)	010-4300	585.00
P24-02529	Office Depot Bus Ser Div	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	519.32
P24-02530	Office Depot Bus Ser Div	057	LCAP_1.24 Materials and Supplies	010-4300	265.76
P24-02531	Petesehria, LLC PizzaMan Dan's	041	LCAP_1.24 (MAT-SUPL) P.O. Pizzaman Dan's	010-4300	109.25
P24-02532	Gopher Sport	040	LCAP_1.24 MATL-SUPL	010-4300	1,897.02
P24-02533	School Life, div of ImageStuff	040	LCAP_1.06 MATL-SUPL	010-4300	1,037.48
P24-02534	ORIENTAL TRADING COMPANY	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	199.74
P24-02535	ESGI, LLC	056	LCAP_1.24_Licenses/Apps-ESGI App	010-5818	936.00
P24-02536	Edpuzzle Inc	041	LCAP_1.24 (MATL-SUP) Edpuzzle online subscription	010-5818	2,603.00
P24-02537	NEARPOD INC	041	LCAP_1.24 (MAT-SUP) Flocabulary subscription	010-5818	2,800.00
P24-02538	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	1,678.74
P24-02539	Brainpop Com LLC	032	LCAP_1.24-SERV-(INST)	010-5818	4,841.25

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-02540	Newsela, Inc	041	LCAP_1.24 (MATL-SUP) Newsela subscription	010-5818	8,278.76	
P24-02541	ESGI	066	LCAP_1.24-SOFTWARE-INSTRUCTIONAL	010-5818	468.00	
P24-02542	SCHOOL TECH SUPPLY	051	LCAP_1.24 MAT/SUPLIES	010-4318	136.46	
P24-02543	Extreme Clean	003	stores supplies	010-9320	4,916.25	
P24-02544	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	4,611.77	
P24-02545	SCHOOL TECH SUPPLY	054	LCAP_1.24-MATL/SU-INSTRUCTIONAL	010-4300	1,453.64	
P24-02546	SCHOOL TECH SUPPLY	054	LCAP_1.24-computers	010-4418	1,320.81	
P24-02547	CN School & Office Sol, Inc Cui-ver-Newlin	620	LCAP_4.04 MAT & SUP	010-4300	1,113.27	
				010-4400	4,284.29	
P24-02548	CALIFORNIA LUTHERAN UNIVERSITY	200	CONF/TRAV - RECRUITMENT	010-5200	280.00	
P24-02549	Varsity Spirit Fashions	032	LCAP_1.24 MATR-SUPL	010-4300	1,068.28	
P24-02550	STERLING VENUE VENTURES LLC	300	RENTAL (DLT Meeting)	010-5600	1,500.00	
P24-02551	Amazon Com	058	LCAP_1.24 MAT'LS & SUPPLIES [Books]	010-4200	1,110.22	
P24-02552	Amazon Com	053	LCAP_1.24 Materials/Supplies- Inst.	010-4300	178.83	
P24-02553	Rockwell Printing Inc.	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	1,164.02	
P24-02554	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	717.53	
P24-02555	Amazon Com	054	LCAP_1.24- Matl/sup-instructional	010-4300	419.25	
P24-02556	Lakeshore Learning Materials	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	900.10	
P24-02557	Office Depot Bus Ser Div	003	stores supplies	010-9320	9,645.53	
P24-02558	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	818.21	
P24-02559	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	78.15	
P24-02560	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	55.87	
P24-02561	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	39.48	
P24-02562	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	96.22	
P24-02563	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	953.71	
P24-02564	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	831.57	
P24-02565	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	421.59	
P24-02566	Amazon Com	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	70.25	
P24-02567	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	1,118.57	
P24-02568	COSTCO WHOLESALE CORPORATION	050	LCAP_1.24_MATL/SUP	010-4300	1,000.00	
P24-02569	TROPICANA LAS VEGAS INC	630	Hotel / Ben Tirado	010-5200	469.11	
P24-02570	Hilton Anaheim	058	LCAP_1.24 Travel Expenses for 2024 CABE Lodging	010-5200	3,974.25	
P24-02571	Veritiv Operating Company	003	stores supplies	010-9320	10,103.66	
P24-02572	Uline	003	stores supplies	010-9320	532.47	
Total Number of POs				459	Total	4,682,171.07

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	439	1,648,918.61
130	CAFETERIA FUND	14	135,869.13
215	BOND FUND MEASURE I 2022	5	2,738,623.33
350	COUNTY SCHOOL FACILITY FUND	1	158,760.00
		Total	4,682,171.07

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P23-03244	409,005.84	010-5570	GENERAL FUND/UTILITIES TRASH	38,288.71
P23-04964	4,197,220.00	350-6270	COUNTY SCHOOL FACILITY FUND/MAIN BUILDING CONT	928,696.62-
P24-00054	3,060.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	2,520.00
P24-00162	3,122.22	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	.01-
P24-00233	3,000.00	130-4700	CAFETERIA FUND/FOOD	2,000.00
P24-00256	4,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	925.57
P24-00387	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00684	567.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.71-
P24-00692	478.64	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.71-
P24-00762	2,950.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	50.00-
P24-00930	1,092.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-00960	375.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.12-
P24-01007	698.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.64-
P24-01121	5,730.20	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	2,230.20
P24-01143	1,155.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	25.00
P24-01156	1,080.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.68-
P24-01160	328.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.67-
P24-01205	3,469.70	130-5600	CAFETERIA FUND/RENTALS, LEASES AND REPAIRS	26,530.30-
P24-01294	258.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.49-
P24-01406	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-01450	299.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	353.82-
P24-01561	1,092.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P24-01577	360.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.67-
P24-01613	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-01635	91.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	376.23-
P24-01670	212.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	232.63-
P24-01702	86.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.71
P24-01718	178.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.36
P24-01719	797.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	89.40-
P24-01884	263.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.60
P24-01889	241.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	11.91-
P24-01933	3,974.25	010-5220	GENERAL FUND/BOARD MEMBER GONZALES	529.90-
		010-5221	GENERAL FUND/BOARD MEMBER MADRIGAL	529.90-
		010-5223	GENERAL FUND/BOARD MEMBER LOPEZ	529.90-
		010-5224	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	529.90-
		010-5225	GENERAL FUND/BOARD MEMBER RODRIGUEZ	529.90-
		Total PO P24-01933		2,649.50-
P24-01946	301.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.68
P24-01947	246.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.20
P24-02013	242.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.41-
P24-02014	278.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.70-
P24-02015	138.64	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.44-

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Includes Purchase Orders dated 10/06/2023 - 11/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-02026	122.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.64-
P24-02027	106.17	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.27
P24-02028	572.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	69.05-
P24-02029	598.15	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	183.71-
P24-02031	321.98	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	54.74
P24-02041	2,860.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	160.46-
P24-02052	1,056.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	327.94
P24-02064	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P24-02091	288.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	83.81
P24-02109	6,683.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,683.00-
P24-02117	808.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	73.98
Total PO Changes				916,062.00-

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Consent Agenda

Actuarial Study of Retiree Health Liabilities (Mitchell/Nuñez)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Actuarial Study of Retiree Health Liabilities \(30 pages\)](#)

Oxnard School District
Actuarial Study of
Retiree Health Liabilities Under GASB 74/75
Valuation Date: June 30, 2023
Measurement Date: June 30, 2023
For Fiscal Year-End: June 30, 2023

Prepared by:
Total Compensation Systems, Inc.

Date: October 20, 2023

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

PART I: EXECUTIVE SUMMARY

A. Introduction

This report was produced by Total Compensation Systems, Inc. for Oxnard School District to determine the liabilities associated with its current retiree health program as of a June 30, 2023 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2023. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

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

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2023 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2024 measurement date is provided on page 13.

B. Key Results

Oxnard SD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2023 will be used directly for the June 30, 2023 Fiscal Year-End.

Key Results	Current Year	Prior Year
	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$88,857,574	\$107,747,770
Fiduciary Net Position (FNP)	\$8,592,070	\$7,667,433
Net OPEB Liability (NOL)	\$80,265,504	\$100,080,337
Service Cost <i>(for year following)</i>	\$3,561,434	\$4,771,822
Estimated Pay-as-you-go Amount <i>(for year following)</i>	\$3,240,300	\$4,143,849
GASB 75 OPEB Expense <i>(for year ending)</i>	\$6,081,415	\$8,755,279

Refer to results section beginning on page 10 or the glossary on page 27 for descriptions of the above items.

Key Assumptions	Current Year	Prior Year
	<i>June 30, 2023 Measurement Date for June 30, 2023 Fiscal Year-End</i>	<i>June 30, 2022 Measurement Date for June 30, 2022 Fiscal Year-End</i>
Valuation Interest Rate	3.65%	3.54%
Expected Rate of Return on Assets	3.65%	3.54%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

Total Compensation Systems, Inc.

Portion of Key Measurements Due to Implicit Rate Subsidy

The implicit rate subsidy represents the difference between retiree premium rates and the underlying cost of retiree coverage. Because medical costs generally increase with age, the direct premium rate for pre-Medicare retirees will typically fall short of the underlying cost of retiree coverage when the premium rates are determined by blending active employees and pre-Medicare retirees. GASB 75 requires the underlying cost to be reflected in most cases, so OPEB actuaries develop age-adjusted costs to estimate the underlying cost of coverage solely for retirees.

Below is a breakdown of key measurements between the portion due to the employer share of retiree premiums and the portion due to the implicit rate subsidy. Although the two pieces are typically treated the same under GASB 75, the distinction can be important for planning purposes because the implicit rate subsidy will not be paid directly in the same way that the employer share of retiree premiums will be paid.

June 30, 2023 Measurement Date	Portion due to Employer Share of Retiree Premium	Portion due to Implicit Rate Subsidy	Total
Total OPEB Liability	\$68,457,350	\$20,400,224	\$88,857,574
Service Cost (for year following)	\$2,716,044	\$845,390	\$3,561,434

The following table shows the “pay as you go” projection of annual payments for the employer share of retiree health costs as well as the projected annual amount of the implicit rate subsidy. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes.

Year Beginning July 1	Employer Share of Retiree Premium	Implicit Rate Subsidy	Total Projected Benefit Payments
2023	\$2,562,207	\$678,093	\$3,240,300
2024	\$2,742,808	\$731,881	\$3,474,689
2025	\$2,990,064	\$855,952	\$3,846,016
2026	\$3,216,076	\$981,365	\$4,197,441
2027	\$3,408,400	\$1,034,892	\$4,443,292
2028	\$3,768,659	\$1,180,253	\$4,948,912
2029	\$4,184,062	\$1,324,885	\$5,508,947
2030	\$4,589,254	\$1,457,886	\$6,047,140
2031	\$4,807,716	\$1,642,127	\$6,449,843
2032	\$5,105,392	\$1,610,555	\$6,715,947

C. Summary of GASB 75 Accounting Results

1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. A more detailed version of this table can be found on page 12.

	TOL	FNP	NOL
Balance at June 30, 2022 Measurement Date	\$107,747,770	\$7,667,433	\$100,080,337
Service Cost	\$4,771,822	\$0	\$4,771,822
Interest on TOL / Return on FNP	\$3,825,386	\$157,119	\$3,668,267
Employer Contributions*	\$0	\$3,776,658	(\$3,776,658)
Benefit Payments*	(\$3,009,140)	(\$3,009,140)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	(\$23,566,124)	\$0	(\$23,566,124)
Changes in Assumptions	(\$912,140)	\$0	(\$912,140)
Other	\$0	\$0	\$0
Net Change	(\$18,890,196)	\$924,637	(\$19,814,833)
Actual Balance at June 30, 2023 Measurement Date	\$88,857,574	\$8,592,070	\$80,265,504

* Includes \$714,057 due to implied rate subsidy.

Total Compensation Systems, Inc.

2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 24.

Balances at June 30, 2023 Fiscal Year-End	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$15,920,175	(\$26,983,123)
Changes in assumptions	\$5,316,986	(\$12,559,437)
Differences between projected and actual return on assets	\$256,068	\$0
Total	\$21,493,229	(\$39,542,560)

To be recognized fiscal year ending June 30:	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2024	\$3,610,162	(\$5,882,784)
2025	\$3,582,764	(\$5,882,784)
2026	\$3,558,388	(\$5,882,784)
2027	\$3,414,320	(\$4,848,228)
2028	\$2,707,252	(\$3,974,003)
Thereafter	\$4,620,343	(\$13,071,977)
Total	\$21,493,229	(\$39,542,560)

3. OPEB Expense

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

To be recognized fiscal year ending June 30, 2023	<i>Expense Component</i>
Service Cost	\$4,771,822
Interest Cost	\$3,825,386
Expected Return on Assets	(\$285,012)
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	(\$1,939,034)
Recognition of Assumption Change Deferrals	(\$436,809)
Recognition of Investment (Gain)/Loss Deferrals	\$145,062
Employee Contributions	\$0
Changes in Benefit Terms	\$0
Net OPEB Expense for fiscal year ending June 30, 2023	\$6,081,415

4. Adjustments

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

5. Trend and Interest Rate Sensitivities

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

Net OPEB Liability at June 30, 2023 Measurement Date	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	\$87,331,810	\$70,350,108
Current Assumption	\$80,265,504	\$80,265,504
1% Increase in Assumption	\$73,608,198	\$91,864,774

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D. Description of Retiree Benefits

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

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

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

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

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

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

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

E. Summary of Valuation Data

This report is based on census data provided to us as of August, 2023. Distributions of participants by age and service can be found on page 17. For non-lifetime benefits, the active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	Current Year <i>June 30, 2023 Valuation Date</i> <i>June 30, 2023 Measurement Date</i>	Prior Year <i>June 30, 2021 Valuation Date</i> <i>June 30, 2022 Measurement Date</i>
Active Employees eligible for future benefits		
Count	1010	1006
Average Age	47.9	47.3
Average Years of Service	17.5	16.6
Retirees currently receiving benefits		
Count	230	239
Average Age	64.5	64.7

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

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F. Certification

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

This report is for fiscal year July 1, 2022 to June 30, 2023, using a measurement date of June 30, 2023. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

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

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

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

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

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

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

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Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



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

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

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

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

B. Liability for Retiree Benefits.

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

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2023 at 3.65% interest.

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

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2023 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

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C. Actuarial Accrual

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

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

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

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

D. Actuarial Assumptions

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

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

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

E. Total OPEB Liability

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

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

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

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

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F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

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

Actuarial Present Value of Projected Benefit Payments as of June 30, 2023 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Active: Pre-65 Benefit	\$87,630,971	\$61,577,009	\$21,292,828	\$3,187,788	\$1,573,346
Post-65 Benefit	\$30,577,810	\$24,649,401	\$4,438,672	\$1,172,146	\$317,591
Subtotal	\$118,208,781	\$86,226,410	\$25,731,500	\$4,359,934	\$1,890,937
Retiree: Pre-65 Benefit	\$7,377,457	\$3,803,854	\$3,322,633	\$250,970	\$0
Post-65 Benefit	\$6,061,860	\$3,654,073	\$2,286,230	\$121,557	\$0
Subtotal	\$13,439,317	\$7,457,927	\$5,608,863	\$372,527	\$0
Grand Total	\$131,648,098	\$93,684,337	\$31,340,363	\$4,732,461	\$1,890,937
Subtotal Pre-65 Benefit	\$95,008,428	\$65,380,863	\$24,615,461	\$3,438,758	\$1,573,346
Subtotal Post-65 Benefit	\$36,639,670	\$28,303,474	\$6,724,902	\$1,293,703	\$317,591

2. Service Cost

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

Service Cost Valuation Year Beginning July 1, 2023

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
# of Eligible Employees	1,010	674	286	32	18
First Year Service Cost					
Pre-65 Benefit	\$2,637,796	\$1,961,340	\$555,698	\$75,776	\$44,982
Post-65 Benefit	\$923,638	\$795,320	\$94,380	\$25,856	\$8,082
Total	\$3,561,434	\$2,756,660	\$650,078	\$101,632	\$53,064

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

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3. Total OPEB Liability and Net OPEB Liability

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

Total OPEB Liability and Net OPEB Liability as of June 30, 2023 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Active: Pre-65 Benefit	56,000,228	\$36,419,287	\$15,972,215	\$2,491,382	\$1,117,344
Active: Post-65 Benefit	\$19,417,709	\$14,545,776	\$3,678,895	\$945,374	\$247,664
Subtotal	\$75,417,937	\$50,965,063	\$19,651,110	\$3,436,756	\$1,365,008
Retiree: Pre-65 Benefit	\$7,377,671	\$3,803,955	\$3,322,743	\$250,973	\$0
Retiree: Post-65 Benefit	\$6,061,966	\$3,654,137	\$2,286,269	\$121,560	\$0
Subtotal	\$13,439,637	\$7,458,092	\$5,609,012	\$372,533	\$0
Subtotal: Pre-65 Benefit	\$63,377,899	\$40,223,242	\$19,294,958	\$2,742,355	\$1,117,344
Subtotal: Post-65 Benefit	\$25,479,675	\$18,199,913	\$5,965,164	\$1,066,934	\$247,664
Total OPEB Liability (TOL)	\$88,857,574	\$58,423,155	\$25,260,122	\$3,809,289	\$1,365,008
Fiduciary Net Position as of June 30, 2023	\$8,592,070				
Net OPEB Liability (NOL)	\$80,265,504				

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

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

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

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
2023	\$3,240,300	\$1,807,760	\$1,354,828	\$77,712	\$0
2024	\$3,474,689	\$2,001,399	\$1,357,453	\$107,984	\$7,853
2025	\$3,846,016	\$2,259,871	\$1,417,660	\$149,519	\$18,966
2026	\$4,197,441	\$2,485,727	\$1,501,386	\$182,552	\$27,776
2027	\$4,443,292	\$2,646,968	\$1,546,175	\$201,050	\$49,099
2028	\$4,948,912	\$2,990,782	\$1,627,068	\$247,104	\$83,958
2029	\$5,508,947	\$3,359,668	\$1,741,684	\$289,598	\$117,997
2030	\$6,047,140	\$3,727,962	\$1,829,165	\$338,748	\$151,265
2031	\$6,449,843	\$4,176,433	\$1,783,168	\$307,501	\$182,741
2032	\$6,715,947	\$4,476,926	\$1,738,143	\$342,658	\$158,220

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G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
Balance at June 30, 2022	\$107,747,770	\$7,667,433	\$100,080,337
Service Cost	\$4,771,822	\$0	\$4,771,822
Interest on Total OPEB Liability	\$3,825,386	\$0	\$3,825,386
Expected Investment Income	\$0	\$285,012	(\$285,012)
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$3,776,658	(\$3,776,658)
Employer Contributions as Benefit Payments***	\$0	\$0	\$0
Actual Benefit Payments from Trust	(\$3,009,140)	(\$3,009,140)	\$0
Actual Benefit Payments from Employer***	\$0	\$0	\$0
Expected Minus Actual Benefit Payments**	(\$1,134,709)	\$0	(\$1,134,709)
Expected Balance at June 30, 2023	\$112,201,129	\$8,719,963	\$103,481,166
Experience (Gains)/Losses	(\$22,431,415)	\$0	(\$22,431,415)
Changes in Assumptions	(\$912,140)	\$0	(\$912,140)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$127,893)	\$127,893
Other	\$0	\$0	\$0
Net Change during 2023	(\$18,890,196)	\$924,637	(\$19,814,833)
Actual Balance at June 30, 2023*	\$88,857,574	\$8,592,070	\$80,265,504

* May include a slight rounding error.

** Deferrable as an Experience Gain or Loss.

*** Includes \$714,057 due to implied rate subsidy.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown beginning on page 24. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2023

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	\$10,564,142	(\$23,566,124)	\$1,939,034	(\$11,062,948)
Assumption Changes	(\$6,767,120)	(\$912,140)	\$436,809	(\$7,242,451)
Investment (Gains)/Losses	\$273,237	\$127,893	(\$145,062)	\$256,068
Deferred Balances	\$4,070,259	(\$24,350,371)	\$2,230,781	(\$18,049,331)

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

OPEB Expense Fiscal Year Ending June 30, 2023

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$100,080,337	\$80,265,504	(\$19,814,833)
Deferred Balances	\$4,070,259	(\$18,049,331)	(\$22,119,590)
Net Position	\$96,010,078	\$98,314,835	\$2,304,757
Adjust Out Employer Contributions			\$3,776,658
OPEB Expense			\$6,081,415

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H. Procedures for Future Valuations

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

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

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

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

We anticipate that the next valuation we perform for Oxnard SD will be a roll-forward valuation with a measurement date of June 30, 2024 which will be used for the fiscal year ending June 30, 2024. Please let us know if Oxnard SD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

PART III: ACTUARIAL ASSUMPTIONS AND METHODS

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

A. ACTUARIAL METHODS AND ASSUMPTIONS:

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

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

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

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B. ECONOMIC ASSUMPTIONS:

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

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

INVESTMENT RETURN / DISCOUNT RATE: We assumed 3.65% per year net of expenses. This is based on assumed long-term return on employer assets. We used the “Building Block Method”. (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

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

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

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

Fiduciary Net Position as of June 30, 2023		
	<u>06/30/2022</u>	<u>06/30/2023</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$3,776,658
Total Investments	\$7,667,433	\$4,815,413
Capital Assets	\$0	\$0
Total Assets	<u>\$7,667,433</u>	<u>\$8,592,070</u>
Benefits Payable	\$0	\$0
Fiduciary Net Position	<u>\$7,667,433</u>	<u>\$8,592,070</u>

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C. NON-ECONOMIC ASSUMPTIONS:

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

MORTALITY

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2020 CalSTRS Mortality
Classified	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2021 CalPERS Mortality for Miscellaneous and Schools Employees

RETIREMENT RATES

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	Hired 2012 and earlier: 2020 CalSTRS 2.0% @60 Rates Hired 2013 and later: 2020 CalSTRS 2.0% @62 Rates
School Services	2020 CalSTRS 2.0% @60 Rates
Classified	2021 CalPERS 2.0% @55 Rates for Schools Employees
Miscellaneous	2021 CalPERS 2.0% @55 Rates for Schools Employees

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 53.0% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	Employer portion of premium: \$17,833 Implied rate subsidy: \$8,628	\$10,774
Classified	Employer portion of premium: \$13,565 Implied rate subsidy: \$6,558	\$7,191
Management	Employer portion of premium: \$17,833 Implied rate subsidy: \$8,628	\$10,774
School Services	Employer portion of premium: \$13,565 Implied rate subsidy: \$6,558	\$7,191

PARTICIPATION RATES

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

TURNOVER

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2020 CalSTRS Termination Rates
Classified	2021 CalPERS Turnover for School Employees
Miscellaneous	2021 CalPERS Turnover for School Employees

SPOUSE PREVALENCE

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

SPOUSE AGES

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

AGING FACTORS

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

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PART IV: APPENDICES

APPENDIX A: DEMOGRAPHIC DATA BY AGE

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Under 25	3	3	0	0	0
25 – 29	26	26	0	0	0
30 – 34	69	63	5	1	0
35 – 39	98	67	29	1	1
40 – 44	178	117	52	6	3
45 – 49	194	138	49	3	4
50 – 54	179	117	48	9	5
55 – 59	166	86	67	9	4
60 – 64	81	49	30	2	0
65 and older	16	8	6	1	1
Total	1010	674	286	32	18

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	3	3						
25 – 29	26	20	6					
30 – 34	69	19	36	13	1			
35 – 39	98	5	17	50	21	5		
40 – 44	178	15	21	45	64	31	2	
45 – 49	194	7	19	22	56	68	20	2
50 – 54	179	3	17	15	31	52	53	8
55 – 59	166	2	9	19	31	37	44	20
60 – 64	81	4	6	8	15	16	21	4
65 and older	16		2		2	4	6	2
Total	1010	78	133	172	221	213	146	34

ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>School Services</i>
Under 50	0	0	0	0	0
50 – 54	1	0	1	0	0
55 – 59	15	9	6	0	0
60 – 64	82	37	43	2	0
65 – 69	131	73	55	3	0
70 – 74	0	0	0	0	0
75 – 79	0	0	0	0	0
80 – 84	1	0	0	1	0
85 – 89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	230	119	105	6	0

APPENDIX B: ADMINISTRATIVE BEST PRACTICES

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

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

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APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

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

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

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

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

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	230
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1010
Total Number of participants	1240

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

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

Shown in Part III.

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

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

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

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

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Mortality Table	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

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

Retirement Tables

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

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

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

Retirement Table	2021 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

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Turnover Tables

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

Turnover Table	2021 CalPERS Turnover for School Employees
Disclosure	The turnover assumptions are based on the 2021 CalPERS Turnover for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

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

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

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

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$70,350,108	\$80,265,504	\$91,864,774

Paragraph 53:

Discount Rate

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

53.a: A discount rate of 3.65% was used in the valuation. The interest rate used in the prior valuation was 3.54%.

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

53.c: We used historic 19 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2023 resulting in a rate of 3.65%.

53.e: We used the municipal bond rate beyond 3 years to result in an equivalent valuation rate of 3.65%.

53.f: Following is the assumed asset allocation and assumed rate of return for each.

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

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

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

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$87,331,810	\$80,265,504	\$73,608,198

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

Please see reconciliation on pages 2 or 12.

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

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

56.a: The valuation date is June 30, 2023.

The measurement date is June 30, 2023.

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

56.c: The interest assumption changed from 3.54% to 3.65%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension systems.

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

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

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

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

Paragraph 57: **Required Supplementary Information**

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

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

57.c: We have not been asked to calculate an actuarially determined contribution amount.

We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

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

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contribution requirements.

Paragraph 58: **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

Paragraph 244: **Transition Option**

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

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

EXPERIENCE GAINS AND LOSSES

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

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)							
				2023	2024	2025	2026	2027	2028	Thereafter	
2017-18	(\$85,492)	10.2	(\$41,910)	(\$8,382)	(\$35,200)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$1,672)	
2018-19	(\$14,483,694)	8.4	(\$6,897,000)	(\$1,724,250)	(\$5,862,444)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$689,694)		
2019-20	\$28,855	8.4	\$10,308	\$3,436	\$15,111	\$3,436	\$3,436	\$3,436	\$3,436	\$1,367	
2020-21	\$22,613,807	10	\$4,522,762	\$2,261,381	\$15,829,664	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$4,522,759
2021-22	\$94,252	10	\$9,426	\$9,426	\$75,400	\$9,426	\$9,426	\$9,426	\$9,426	\$9,426	\$28,270
2022-23	(\$23,566,124)	9.5	\$0	(\$2,480,645)	(\$21,085,479)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$2,480,645)	(\$8,682,254)
Net Increase (Decrease) in OPEB Expense			(\$2,396,414)	(\$1,939,034)	(\$11,062,948)	(\$1,939,034)	(\$1,939,034)	(\$1,939,034)	(\$904,478)	(\$210,143)	(\$4,131,225)

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CHANGES OF ASSUMPTIONS

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

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	Amounts to be Recognized in OPEB Expense after 2023							
				2023	2024	2025	2026	2027	2028	Thereafter	
2017-18	(\$2,267,105)	10.2	(\$1,111,330)	(\$222,266)	(\$933,509)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$44,445)	
2018-19	\$1,654,667	8.4	\$787,940	\$196,985	\$669,742	\$196,985	\$196,985	\$196,985	\$196,985	\$78,787	
2019-20	\$8,408,860	8.4	\$3,003,165	\$1,001,055	\$4,404,640	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$400,420
2020-21	\$346,578	10	\$69,316	\$34,658	\$242,604	\$34,658	\$34,658	\$34,658	\$34,658	\$34,658	\$69,314
2021-22	(\$13,512,255)	10	(\$1,351,226)	(\$1,351,226)	(\$10,809,803)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$1,351,226)	(\$4,053,673)
2022-23	(\$912,140)	9.5	\$0	(\$96,015)	(\$816,125)	(\$96,015)	(\$96,015)	(\$96,015)	(\$96,015)	(\$96,015)	(\$336,050)
Net Increase (Decrease) in OPEB Expense			\$1,397,865	(\$436,809)	(\$7,242,451)	(\$436,809)	(\$436,809)	(\$436,809)	(\$555,007)	(\$1,056,608)	(\$4,320,409)

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INVESTMENT GAINS AND LOSSES

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

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2018-19	\$209,205	5	\$167,364	\$41,841	\$0						
2019-20	\$136,985	5	\$82,191	\$27,397	\$27,397	\$27,397					
2020-21	\$121,864	5	\$48,746	\$24,373	\$48,745	\$24,373	\$24,372				
2021-22	\$129,356	5	\$25,872	\$25,872	\$77,612	\$25,872	\$25,872	\$25,868			
2022-23	\$127,893	5	\$0	\$25,579	\$102,314	\$25,579	\$25,579	\$25,579	\$25,577		
Net Increase (Decrease) in OPEB Expense			\$324,173	\$145,062	\$256,068	\$103,221	\$75,823	\$51,447	\$25,577	\$0	\$0

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APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 15, 2023

Agenda Section: Section C: Consent Agenda

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

Establish

A four-hour 180-day Campus Assistant position number 11881 to be established at Chavez School. This position will be established to provide additional support.

A six-hour 246-day Custodian position number 11919 to be established in Facilities Department. This position will be established to provide additional support.

A five-hour and forty-five minute 184-day Paraeducator-Special Education position number 11930 to be established at Marina West School. This position will be established per IEP.

A seven-hour 184-day Paraeducator-Special Education position number 11939 to be established in the Special Education Department. This position will be established per IEP.

A seven-hour 184-day Paraeducator-Special Education position number 11940 to be established in the Special Education Department. This position will be established per IEP.

An eight-hour 184-day Paraeducator-Special Education position number 11941 to be established in the Special Education Department. This position will be established per IEP.

Increase in Hours

A four-hour 180-day Campus Assistant position number 3024 to be increased to four hours and thirty minutes at McAuliffe School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3025 to be increased to four hours and forty five minutes at McAuliffe School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 6505 to be increased to four hours and thirty minutes at McAuliffe School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 6506 to be increased to four hours and forty five minutes at McAuliffe School. This position will be increased to provide additional support.

A four-hour 180-day Campus Assistant position number 3123 to be increased to five hours and forty five minutes at Lemonwood School. This position will be increased to provide additional support.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 1487 to be established at Harrington School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-Special Education

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 7850 to be established at Brekke School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 7902 to be established at San Miguel School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 9221 to be established at McAuliffe School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education

A five-hour and forty-five minute 183-day Paraeducator-General Education position number 2760 to be established at Lopez Academy. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-General Education

FISCAL IMPACT:

Cost for 1 Campus Assistant position: \$17,879.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Custodian position: \$58,261.00 ELOP Funds.

Cost for 1 Paraeducator-Special Education position: \$33,289.41 Special Education funds

Cost for 1 Paraeducator-Special Education position: \$52,947.63 Special Education funds

Cost for 1 Paraeducator-Special Education position: \$52,947.63 Special Education funds

Cost for 1 Paraeducator-Special Education position: \$58,731.00 Special Education funds

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Campus Assistant position: \$3,508.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Campus Assistant position: \$2,339.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Campus Assistant position: \$1,169.00 Supplemental Concentration/LCFF Funds.

Cost for 1 Paraeducator-Special Education position: \$1,572.22 SPED funds.

Cost for 1 Paraeducator-Special Education position: \$769.77 SPED funds.

Cost for 1 Paraeducator-Special Education position: \$769.77 SPED funds.

Cost for 1 Paraeducator-Special Education position: \$769.77 SPED funds.

Savings for 1 Paraeducator-General Education position: \$1,520.41 SPED 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 increase of hours of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 15, 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: [Certificated Personnel Actions 11.15.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 11.15.2023.pdf](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Florez, Marie	Substitute Teacher	2023/2024 School Year
Garcia Villegas, Bhetany	Substitute Teacher	2023/2024 School Year
Macias, Alma	Substitute Teacher	2023/2024 School Year
Mattern, Darlene	Substitute Teacher	2023/2024 School Year
Poleshek, Elenita	Substitute Teacher	2023/2024 School Year
Prebble, Catherine	Substitute Teacher	2023/2024 School Year
Tran, Breez	Substitute Teacher	2023/2024 School Year
Vaglica, Ashley	Substitute Teacher	2023/2024 School Year
Ward, Hakeem	Substitute Teacher	2023/2024 School Year

Unpaid Leave

Cervantes Caro, E Iliana	Teacher	October 25 – November 30, 2023
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New Hires

Boyzo, Gabriel	Campus Assistant, Position #7826 Frank 5.25 hrs./180 days	11/06/2023
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Limited Term/Substitutes

Garcia Torres, Vanessa	Paraeducator (substitute)	10/24/2023
Garrido Alvarez, Amalia	Paraeducator (substitute)	10/24/2023
Gonzalez, Natalie	Campus Assistant (substitute)	10/02/2023
Leon, Areli	Paraeducator (substitute)	10/23/2023
Montero, Eric	Paraeducator (substitute)	10/23/2023
Orozco, Dalila	Campus Assistant (substitute)	09/08/2023
Tapia, Aurora	Campus Assistant (substitute)	09/08/2023
Tellez, Alea	Paraeducator (substitute)	10/24/2023
Trinidad, Eileen	Paraeducator (substitute)	10/18/2023

Promotion

Corona, Jason	Director of Child Nutrition Services, Position #108 Child Nutrition Services 8.0 hrs./246 days Assistant Director of Child Nutrition Services, Position #2873 Child Nutrition Services 8.0 hrs./246 days	10/26/2023
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Resignations

Fernandez, Leonnie M.	Child Nutrition Worker, Position #12183 Itinerant-Ramona 5.0 hrs./185 days	10/27/2023
Marin, Edith Ayerin E.	Risk Management Specialist, Position #97 Risk Management 8.0 hrs./246 days	11/03/2023

Retirement

Sanchez, Javier V.	Paraeducator II, Position #4648 San Miguel 5.75 hrs./183 days	10/27/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-93 – Positive Adventures, LLC (Fox/Shea)

Positive Adventures, LLC will provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, and Leadership and Youth Development professional development training for staff. Students will get experiences in leadership, team building, and adventure education focused on science and wellness.

Term of Agreement: November 16, 2023 through August 15, 2024

FISCAL IMPACT:

\$724,891.00 – ELOP Funds

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 #23-93 with Positive Adventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-93, Positive Adventures, LLC \(15 Pages\)](#)

[Exhibit A-1 \(2 Pages\)](#)

[Exhibit A-2 \(2 Pages\)](#)

[Exhibit A-3 \(2 Pages\)](#)

[Exhibit A-4 \(1 Page\)](#)



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.

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:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00

- 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:

*SEE ATTACHED EXHIBITS A-1, A-2, A-3, AND A-4

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: _____

EXHIBIT A-1
Spring 2024 Team Building and Science Program

Positive Adventures, LLC. ("Outfitter") will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard School District** ("Client") and ("Outfitter") as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the "Program Plan Effective Date").

- A. **NAME.** Oxnard School District, Spring 2024, 5th Grade Team Building and Science Program. Provided for (17) individual school sites
- B. **LOCATION.** The location for the Program will be held at
 Day 1: One (1) session of on-campus adventure team building and social-emotional learning skill development. 2.5 hours in length.
 Day 2: One (1) full-day outdoor education trip at Camp Lawrence Daley at Mt. Craggs & Camp Gilmore focused on 5th-grade environmental science standards.
 or an alternative location(s) mutually agreed by Outfitter and Client ("Location").
- C. **DATES.**
Cohorts: The cohorts consisting of 2-3 5th grade classes each, will participate in the program during the following dates and times:

Spring 2024 Dates: These dates can be amended by mutual agreement

Cohort	Max # Kids	On Campus	Start/End Times	Field Trip	Start/End Times	Schools Assigned
1		2/27/2024	TBD	2/28/2024	TBD	TBD(2 Schools Per Day)
2		2/29/2024	TBD	3/1/2024	TBD	TBD(2 Schools Per Day)
3		3/5/2024	TBD	3/6/2024	TBD	TBD(2 Schools Per Day)
4		3/7/2024	TBD	3/8/2024	TBD	TBD(2 Schools Per Day)
5		5/14/2024	TBD	5/15/2024	TBD	TBD(2 Schools Per Day)
6		5/16/2024	TBD	5/17/2024	TBD	TBD(2 Schools Per Day)
5		5/28/2024	TBD	5/29/2024	TBD	TBD(2 Schools Per Day)
6		5/30/2024	TBD	5/31/2024	TBD	TBD(2 Schools Per Day)

***A third school may be added to any of the dates to reach 17 school sites.

** Rain makeup Dates

		6/4/2024-6/7/2024	TBD		TBD	TBD(2 Schools Per Day)
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- D. **RATES.**
On-Campus Adventure Leadership and Team Building Days: Client shall pay \$95.00 per student. Client shall pay \$0.00 per chaperone for the Program. The minimum fee for this Program is \$8,550.00 (90 Students x price per student) + (8 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Minimum On-Campus Adventure Leadership and Team Building Day Program Tuition; (17) schools: \$145,350

Malibu Canyon Outdoor Environmental Science Day: Client shall pay \$165.00 per student. Client shall pay \$20.00 per chaperone for the Program. The minimum fee for this Program is \$14,970.00 (90 Students x price per student) + (6 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the

conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Minimum Malibu Canyon Outdoor Environmental Science Day ; (17) schools: \$254,490.00

Minimum Program Tuition: Based on 17 schools is \$397,840.00 Final invoices for additional students will be submitted for payment within 21 days of each program.

E. PROGRAM DETAILS.

- a. Meals and accommodations will not be provided
- b. Outfitter will provide staff for up to (16) trail groups per cohort but may provide less as needed
- c. Outfitter will provide Team-Building curriculum and Environment Science Lesson plans to meet 5th-grade science standards
- d. Outfitters will provide Guided Hiking and Facility to Host Science Field Trip Day

F. The above Dates and Locations will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

G. PAYMENT SCHEDULE.

Payment	Amount	Due Date
Non-Refundable Deposit	\$198,920.00	November 20th, 2023
Balance	\$198,920.00	June 10th, 2024
Rescheduling Weather Fee	Up to \$5000.00	
Total Program Fee	\$397,840.00	June 10th, 2024

EXHIBIT A-2

Oxnard School District – Summer Programming 2024 – Day Camps and Overnight Retreats

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard School District** (“Client”) and (“Outfitter”) as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

A. **NAME.** Oxnard School District, Summer 2024, 5th-8th Grade Overnight and Day Camp Programs

B. **LOCATION.** The location for the Program will be held at
Overnight Retreats: Ocean Mesa Campground, Goleta, CA.
3Day/2 Night camping experiences, Tues-Thursday, for up to 60 students.
Adventure Day Camps @ Various Oxnard, CA locations:
Tues, Wed, Thurs, and Friday 8:30 am-2:30 pm for up to 90 students

C. **DATES:** Dates may be modified and changed based on clients' schedule and needs

Summer 2024 Dates: Overnight Retreats:
Session #1 June 18th-20th
Session #2 June 25th-27th

Summer 2024 Dates: Adventure Day Camps:
Session #1 June 17th-21st
Session #2 June 24th-28th

D. **RATES.**

Summer 2024 Overnight Retreats Client shall pay \$550.00 per student. Client shall pay \$450.00 per chaperone for the Program. The minimum fee for this Program is \$35,250.00 (60 Students x price per student) + (5 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Summer Camp Overnight Retreats (2): \$70,504

Summer 2024 Day Camps: Client shall pay \$575.00 per student. Client shall pay \$275.00 per chaperone for the Program. The minimum fee for this Program is \$53,400.00 (90 Students x price per student) + (6 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Summer Day Camp Retreats (2): \$106,800.00

Minimum Program Tuition: Based on Summer Day Camp (2) and Overnight Retreats (2). \$177,304.00

E. **PROGRAM DETAILS.**

Overnight Retreats:

- a. Meals and accommodations including two nights and 7 meals
- b. Outfitter will provide staff for up to (4) trail groups per week, but may provide less as needed
- c. Outfitter will provide Guided Hiking, Beach Activities, Tide-Pooling, Astronomy, and Evening Campfire

Day Camps:

- d. Meals and accommodations will not be provided
- e. Outfitter will provide staff for up to (6) trail groups per week, but may provide less as needed
- f. Outfitter will provide Guided Hiking, Kayaking, indoor climbing, and on-campus team-building.

F. The above Dates and Location Client will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

G. **PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-Refundable Deposit	\$88,652.00	November 20th,2023
Balance	\$88,652.00	June 10th, 2024
[Paperwork Late Fee]	N/A	
Total Program Fee	\$177,304.00	June 10th, 2024

EXHIBIT A-3

Oxnard School District – Overnight Retreats and Day Camps – Spring 2024

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard School District** (“Client”) and (“Outfitter”)r as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

- A. **NAME:** Oxnard School District, Spring 2024, 5th-6th Grade Overnight Retreats
- B. **LOCATIONS:** The location for the Programs will be held at
Camp Lawrence Daley at Mt. Craggs & Camp Gilmore: 26801 Dorothy Dr, Calabasas, CA 91302
Brandeis Bardien Jewish University Campus:1101 Peppertree Ln, Brandeis, CA 93064
Camp Ramah. 385 Fairview Rd, Ojai, CA 93023

Adventure Day Camps @ Various Oxnard, CA locations:
Tues, Wed, Thurs, and Friday 8:30 am-2:30 pm for up to 90 students
Final Locations will be determined within 4 months of the program dates.

- C. **DATES:** Dates may be modified and changed based on client schedule and needs
Spring Break 2024 Dates: Overnight Retreats:
Session #1 March 26th-28th
Session #2 April 2nd-April 4th

Spring 2024 Dates: Adventure Day Camps:
Session #1 March 26th-28th

- D. **RATES:**
Spring 2024 Overnight Retreats: Client shall pay \$650.00 per student. Client shall pay \$550.00 per chaperone for Program. The minimum fee for this Program is \$31,450.00 (45 Students x price per student) + (5 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Minimum Program Tuition (2): \$62,900.00

Spring 2024 Day Camps: Client shall pay \$575.00 per student. Client shall pay \$275.00 per chaperone for the Program. The minimum fee for this Program is \$53,400.00 (90 Students x price per student) + (6 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum.

Total Summer Day Camp Retreats (1): \$53,400.00

Minimum Program Tuition: Overnight Retreats (2). Spring Break Day Camp (1): \$116,300.00

***Additional students and weeks will be added to the contract for the per student and per week tuition by January 31st, 2024

- E. **PROGRAM DETAILS.**
 - a. Meals and Cabin accommodations including (2) nights and (6) meals
 - b. Outfitter will provide staff for up to (4) trail groups per week but may provide less as needed
 - c. Outfitter will provide (1) Course Director who will supervise program components

- d. Outfitter will provide Guided Hiking, Climbing Wall, Astronomy, Evening Campfire, Team-Building
- e. Program focused on grade level state science standards

Day Camps:

- a. Meals and accommodations will not be provided
- b. Outfitter will provide staff for up to (6) trail groups per week, but may provide less as needed
- c. Outfitter will provide Guided Hiking, Kayaking, indoor climbing, and on-campus team-building.

F. The above Dates and Location Client will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

G. PAYMENT SCHEDULE.

Payment	Amount	Due Date
Non-Refundable Deposit	\$58,150.00	November 20th,2023
Balance	\$58,150.00	April 10th, 2024
Total Program Fee	\$116,300.00	April 10th, 2024

EXHIBIT A-4
2024 Leadership and Youth Development PD Trainings

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Oxnard School District** (“Client”) and (“Outfitter”) as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

- A. **NAME.** Oxnard School District, Spring 2024, Professional Development
- B. **LOCATION.** The location for the Program will be held at district provided locations
- C. **DATES.** 6 professional development trainings available throughout the 2024 school year, with the option to add additional training as needed
- D. **RATES.**
Site Supervisor and Site Coordinator Leadership Development Trainings: (3) total trainings
 \$4,997.00 for up to 35 leaders

Youth Development Trainings for Activitie Leaders: (3) total training
 \$6,152.00 for up to 50 staff members

 Total Training Tuition: 33,447.00
- E. **PROGRAM DETAILS.**
 - a. Organization will provide customized leadership development training focused on self-awareness, understanding ones leadership style and how to manage and develop new staff members
 - b. Outfitter will provide Team-Building curriculum and youth development training focused on facilitating SEL programming with today’s youth.
 - c. 3-6 hours per training depending on client preference
- F. The above Dates and Locations will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.
- G. **PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-Refundable Deposit	\$16,723.50	November 20th,2023
Balance	\$16,723.50	June 10th, 2024
Total Program Fee	\$33,447.00	June 10th, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-173, Lexia Learning Systems LLC (Fox/Ruvalcaba)

Lexia Learning Systems LLC will provide online professional development designed to review the Lexia English Student App with the teachers in the Newcomer Academy at Lemonwood and show them how to review student data regularly and access lessons through the App to support students' English language development.

Term of Agreement: November 16, 2023 through October 31, 2024

FISCAL IMPACT:

Not to exceed \$2,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-173 with Lexia Learning Systems LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-173, Lexia Learning Systems LLC \(4 Pages\)](#)
[Quote #Q-590179-2 \(2 Pages\)](#)



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

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-590179-2
Created Date: 9/19/2023

Prepared By: Lee Ann Sheridan
Email: leeann.sheridan@lexialearning.com

Quote To:
Oxnard Elem School District
1051 S A St
Oxnard, CA 93030 US

Bill To:
Teresa Ruvalcaba
Oxnard Elem School District
1051 S A St
Oxnard, CA 93030 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
11/2/2023	10/31/2024	2	Lexia English Live Online	\$1,000.00	\$2,000.00

Total Price \$2,000.00

Fax or email Purchase Orders with quote number Q-590179-2 to the following:

Attn: Lee Ann Sheridan
Email: leeann.sheridan@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-184 – Curriculum Associates, LLC (Fox/Ruvalcaba)

Curriculum Associates, LLC will provide a total of eight hours of virtual training for teachers and administration on Strategies modules during the 2023-2024 fiscal year.

Term of Agreement: November 16, 2023 through June 30, 2024

FISCAL IMPACT:

\$6,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-184 with Curriculum Associates, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-184, Curriculum Associates, LLC \(4 Pages\)](#)
[Quote #Q-42406 \(1 Page\)](#)



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 shall provide Provider a valid purchase order and Provider shall issue invoice based on such purchase order. 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

Curriculum Associates, LLC Price Quote - Q-42406

Version: 2

Quote Date: 11/7/2023

Quote Expiration Date: 12/31/2023

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: Oxnard School District, CA
Representative: Keith Purcaro	Contact Name: Teresa Ruvalcaba
Email: keith.purcaro@ellevationeducation.com	Email: truvalcaba@oxnardsd.org
Phone: 617-307-5755	Phone: 8053851501
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: Educational Service Center 1051 South A Street, Oxnard, CA 93030
Start Date: 11/16/2023	End Date: 6/30/2024

Subscription Fees

Subscription Total:	\$0.00
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Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Online Training - 1 Hr (Strategies)	2	\$1,000.00	Strategies	\$2,000.00
Online Training - 3 Hr (Strategies)	2	\$2,000.00	Strategies	\$4,000.00
Services Total:				\$6,000.00

Total Investment - Q-42406

Grand Total:	\$6,000.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 7.5

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

The Rose Avenue Elementary School ECDC Project consists of modernization of three existing kindergarten classrooms and installation of three new modular classrooms along with associated sitework. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of Surveying firms to submit proposals. Two firms submitted proposals and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through December 31, 2023

FISCAL IMPACT:

\$8,101.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-187, J.O. Nelson Consulting Land Surveyors Inc. \(15 Pages\)](#)
[Proposal \(39 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

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

	Each Occurrence	Aggregate
<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 accountspayable@oxnardsd.org and Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20 23

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: _____

October 23, 2023

Statement of Qualifications and
Proposal for J.O. Nelson
Consulting Land Surveyors, Inc.
for Surveying Services in
Response to Oxnard School
District's RFQ/P

For:



J.O. NELSON
CONSULTING LAND SURVEYORS, INC.

501 So. Reino Road, #105
Newbury Park, California 91320
Phone: (310) 337-1778
FAX: (310) 494-9392

October 23, 2023

Michael Brewer, Program Manager
Caldwell Flores Winter, Inc.
mbrewer@cfwinc.com

Re: Response to Request for Qualifications and Proposals – Surveying Services for Construction of ECDC Facilities at Rose Avenue Elementary School

Dear Mr. Brewer:

J.O. Nelson Consulting Land Surveyors, Inc. is pleased to submit a Response to Request for Qualifications and Proposals – Surveying Services for Construction of ECDC Facilities at Rose Avenue Elementary School. J.O. Nelson Consulting Land Surveyors, Inc. are uniquely qualified to provide the Oxnard School District with the Land Surveying services you require for all your projects. You will find the attached qualifications demonstrate this. In addition to technical expertise, our company operates under the strictest adherence to the highest industry standards for quality workmanship, professional conduct, and client satisfaction. J.O. Nelson Consulting Land Surveyors, Inc. has an extensive resume for providing land surveying services for California educational entities (K-12) and/or California Community College Districts, which is the same in scope for this Bid for Land Surveying Services for the Request for Qualifications and Proposals for the District.

J.O. Nelson Consulting Land Surveyors, Inc. received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ/P. J.O. Nelson Consulting Land Surveyors, Inc. has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, J.O. Nelson Consulting Land Surveyors, Inc. has no objections to the use of the Agreement." J.O. Nelson Consulting Land Surveyors, Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We look forward to the opportunity to be of service and become a key team member for the Oxnard School District for all your on-going projects.

Sincerely,



James O. Nelson, PLS 6831, Principal in Charge/Project Manager

J.O. Nelson Consulting Land Surveyors, Inc.

Branch Office: 28240 Agoura Road, Suite 301, Agoura Hills, CA 91301

Mailing Address: 501 South Reino Road, #105, Newbury Park, CA 91320

(310) 337-1778//FAX: (310) 494-9392

James@jonelsoncls.com

(A)

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Business Information

J.O. Nelson Consulting Land Surveyors, Inc.

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(310) 337-1778

FAX: (310) 494-9392

www.jonelsoncls.com

James O. Nelson, PLS 6831

Principal in Charge/Project Manager

James@jonelsoncls.com

Federal Tax ID No. 37-1537589

Corporation

J.O. Nelson Consulting Land Surveyors, Inc. (formerly S.E.I. Land Surveying, Inc.) has been providing Land Surveying Services to Southern California since 1992. Our branch office is located at 28240 Agoura Road, Suite 301, Agoura Hills, California 91301, and is where the bulk of our land surveying services will be performed.

J.O. Nelson Consulting Land Surveyors, Inc. will provide Certificate(s) of Insurance for Oxnard School District if we are awarded this contract. J.O. Nelson Consulting Land Surveyors, Inc. carries the following insurance limits:

General Liability	\$1,000,000/\$2,000,000	01/02/23 – 01/02/24
Automobile Liability	\$1,000,000	12/16/22 – 12/16/23
Professional Liability	\$1,000,000/\$2,000,000	01/08/23 – 01/08/24
Workers Compensation	\$1,000,000	01/01/23 – 01/01/24

J.O. Nelson Consulting Land Surveyors, Inc. uses sub-consultant, Central Coast Aerial Mapping, Inc., for surveys which include aerial scanning/mapping.

**PROJECT APPROACH, RELEVANT QUALIFICATIONS/
EXPERIENCE, AND REFERENCES**

Project Approach, Relevant Qualifications/Experience, and References

J.O. Nelson Consulting Land Surveyors, Inc. has been providing quality land surveying services to California K-12 public schools since 1996. This experience has given us a deep understanding of the various needs when surveying in the school environment. Our surveys are always budget conscious, and service-oriented, quality workmanship. A complete list of school references is below. Here are the most recent five schools with more reference information:

1. Los Angeles City College

855 No. Vermont Avenue, Los Angeles, CA 90029

Marc Schoeplein, AIA LEED AP Principal

Lewis|Schoeplein Architects

(310) 231-0300 x25

Marc@lewisschoeplein.com

April 2022 – May 2022

Square Footage: School site 25.50 acres

Main program elements: Topography survey ground methodology

Services provided: Partial Topography Survey of portion of two floors of the parking garage, paving markings, heights, handrails/guardrails, ceiling heights, exterior stairs/ramps and thresholds adjacent to building of area of scope of work.

Relevance of project for this RFQ: J.O. Nelson Consulting Land Surveyors, Inc. provided a partial topography survey of the scope of area they requested. Like this RFQ, our services range from full topography surveys of school sites to partial topography surveys of a designated area that is being updated or rebuilt.

The role of J.O. Nelson Consulting Land Surveyors, Inc. was exclusively to provide land surveying services for their project.

Key individuals of J.O. Nelson Consulting Land Surveyors, Inc. include: Ramon Barragan, Field Surveyor/draftsman; Leslie Anne Nelson, Office Manager/Contract Administrator; James Nelson, PLS.

No sub-consultants worked on this project through our firm.

2. Los Angeles Trade Technical College

400 West Washington Boulevard, Los Angeles, CA 90015

Toni Lewis, AIA Principal

Lewis|Schoeplein Architects

(310) 231-0300

Toni@lewisschoeplein.com

May 2021- July 2021

September 2021

March 2022 – April 2022

Square Footage: School site 21.48 acres

Main program elements: Topography survey ground methodology

Services provided: May-July 2021 - Partial Topography Survey for path of travel purposes of entire site; September 2021 - added elevations of entire site; March 2022 - April 2022 – Partial Topography Survey for proposed passenger drop-off.

Relevance of project for this RFQ: J.O. Nelson Consulting Land Surveyors, Inc. provided a partial topography survey of the scope of area they requested. Like this RFQ, our services range from full topography surveys of school sites to partial topography surveys of a designated area that is being updated or rebuilt.

The role of J.O. Nelson Consulting Land Surveyors, Inc. was exclusively to provide land surveying services for their project.

Key individuals of J.O. Nelson Consulting Land Surveyors, Inc. include: Ramon Barragan, Field Surveyor/draftsman; Laird Nelson, Field Surveyor/draftsman; Leslie Anne Nelson, Office Manager/Contract Administrator; James Nelson, PLS.

No sub-consultants worked on this project through our firm.

**3. Washington Elementary School
Santa Ana Unified School District**

910 West Anahurst Place, Santa Ana, CA 92707

Melanie Lopez, Preconstruction Coordinator

Tilden-Coil Constructors

(951) 684-5901 ext. 231

mlopez@tilden-coil.com

November 2020 – January 2021

March 2021

Square Footage: 401,191 square feet; 9.21 acres gross

Main program elements: Topography survey ground methodology

Services provided: November 2020 – January 2021 - Aerial of entire site, Partial Topography of area of scope of work, Boundary, and Record of Survey; March 2021 – added Topography Survey. A Record of Survey was filed with the Orange County Surveyor’s Office on December 30, 2022.

Relevance of project for this RFQ: J.O. Nelson Consulting Land Surveyors, Inc. provided an Aerial of entire site, Partial Topography of area of scope of work, Boundary, and Record of Survey. Like this RFQ, our services range from full topography surveys of school sites to partial topography surveys of a designated area that is being updated or rebuilt.

The role of J.O. Nelson Consulting Land Surveyors, Inc. was exclusively to provide land surveying services for their project.

Key individuals of J.O. Nelson Consulting Land Surveyors, Inc. include: Ramon Barragan, Field Surveyor/draftsman; Laird Nelson, Field Surveyor/draftsman; Leslie Anne Nelson, Office Manager/Contract Administrator; James Nelson, PLS.

Central Coast Aerial Mapping, Inc. was used as a sub-consultant for the aerial mapping portion of this project through our firm.

4. Ray Wiltsey Middle School

Ontario-Montclair School District

1450 East G Street, Ontario, CA 91764

Phil Hillman, Chief Business Official

Ontario-Montclair School District

(909) 418-6450

Phil.hillman@omsd.net

August 2019 – October 2019

November 2019

Square Footage: 655,286 square feet, 15.04 acres

Main program elements: Topography survey ground methodology

Services provided: August 2019 – October 2019 - Architectural Survey of entire site; November 2019 – updated boundary information.

Relevance of project for this RFQ: J.O. Nelson Consulting Land Surveyors, Inc. provided a full Architectural Survey of the entire site. Like this RFQ, our services range from full architectural/topography surveys of school sites to partial topography surveys of a designated area that is being updated or rebuilt.

The role of J.O. Nelson Consulting Land Surveyors, Inc. was exclusively to provide land surveying services for their project.

Key individuals of J.O. Nelson Consulting Land Surveyors, Inc. include: Ramon Barragan, Field Surveyor/draftsman; Jordan Ta, draftsman; Laird Nelson, Field Surveyor/draftsman; Leslie Anne Nelson, Office Manager/Contract Administrator; James Nelson, PLS.

No sub-consultants worked on this project through our firm.

5. Serrano Middle School

Ontario-Montclair School District

1450 East G Street, Ontario, CA 91764

Phil Hillman, Chief Business Official

Ontario-Montclair School District

(909) 418-6450

Phil.hillman@omsd.net

August 2019 – October 2019

Square Footage: 620,194 square feet; 14.24 acres

Main program elements: Topography survey ground methodology

Services provided: Architectural Survey of entire site.

Relevance of project for this RFQ: J.O. Nelson Consulting Land Surveyors, Inc. provided a full Architectural Survey of the entire site. Like this RFQ, our services range from full architectural/topography surveys of school sites to partial topography surveys of a designated area that is being updated or rebuilt.

The role of J.O. Nelson Consulting Land Surveyors, Inc. was exclusively to provide land surveying services for their project.

Key individuals of J.O. Nelson Consulting Land Surveyors, Inc. include: Ramon Barragan, Field Surveyor/draftsman; Leslie Anne Nelson, Office Manager/Contract Administrator; James Nelson, PLS.

No sub-consultants worked on this project through our firm.

J.O. Nelson Consulting Land Surveyors, Inc.'s experience working with State or local agencies began in 1996. We have surveyed everything from California educational entities (K-12) and/or California Community College Districts, and American Land Title Association (ALTA), County of Los Angeles Department of Parks and Recreation, Autry National Center; Santa Monica Ocean Front Walk Playground; Mercy Housing California – City of Los Angeles; City of Hope; San Gabriel Redevelopment Agency—San Gabriel Boulevard; Orange Grove Park; Chino Basin Water Conservation District; Beverly Hills Chamber of Commerce; Catalina Fire Station; Forest Lawn Memorial Park; City of San Fernando – Pacoima Wash Storage Facility; Southern California Regional Occupational Center; Kim Sing Theater; Arcadia Police Station; Arcadia Historical Society Museum; over a hundred school sites (primarily over 90% have been full-site architectural surveys), and thousands of private surveys.

J.O. Nelson Consulting Land Surveyors, Inc. has the extensive experience and ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.

J.O. Nelson Consulting Land Surveyors, Inc. has the flexibility in adapting to the changing needs and priorities of a K-12 school district.

School References

(Listed from current to past)

- A. Los Angeles City College**
 - 1. Los Angeles City College - 2022
- B. Los Angeles Trade Technical College**
 - 1. Los Angeles Trade Technical College - 2021, 2022
- C. Santa Ana Unified School District**
 - 1. Washington Elementary School - 2020
- D. Ontario-Montclair School District**
 - 1. Ray Wiltsey Middle School – 2019
 - 2. Serrano Middle School – 2019
- E. Saddleback College**
 - 1. Saddleback College – 2018, 2019
- F. Los Angeles Unified School District**
 - 1. Glenwood Elementary School – 2017
 - 2. Fair Avenue Elementary School – 2017
 - 3. Anatola Avenue Elementary School – 2017
 - 4. Dixie Canyon Elementary School – 2018,2019
 - 5. Ascot Avenue Elementary School – 2018
 - 6. Westchester High School – 2017
- G. Pasadena Unified School District**
 - 1. Don Benito Fundamental School – 2016
 - 2. Washington Elementary School – 2016, 2010
 - 3. Willard Elementary School - 2011
 - 4. Longfellow Elementary School – 2009, 2010
 - 5. Hamilton Elementary School - 2010
 - 6. Madison Elementary School - 2010
 - 7. Marshall Elementary School - 2010
 - 8. McKinley Elementary School – 2009
 - 9. Loma Alta Elementary School - 2009
 - 10. Roosevelt Elementary School - 2009
 - 11. South Pasadena Middle School - 2002
- H. University of California**
 - 1. University of California, Los Angeles – 2015
- I. San Marino Unified School District**
 - 1. San Marino Girl Scout House – 2015
 - 2. Rubio Wash – San Marino High School - 2015
 - 3. Carver Elementary School – 2015, 2001
 - 4. Huntington Middle School – 2015, 2003
 - 5. Valentine Elementary School – 2015, 2003
 - 6. San Marino High School – 2015, 2005
 - 7. Maintenance yard – 2003

- J. Los Angeles Pierce College**
1. Los Angeles Pierce College – 2014, 2018
- K. Duarte Unified School District**
1. Beardslee Elementary School - 2014
 2. Maxwell Elementary School - 2011
- L. Castaic Union School District**
1. Northlake Hills Elementary School – 2013
 2. Castaic Elementary School - 2013
- M. Pomona Unified School District**
1. Lopez Elementary School - 2011
 2. Alcott Elementary School – 2010
 3. Armstrong Elementary School – 2010
 4. Diamond Point Elementary School – 2010
 5. Ganesha High School – 2010
 6. Kellogg Polytechnic Elementary School – 2010
 7. Pantera Elementary School – 2010
 8. Ranch Hills Elementary School – 2010
 9. San Antonio Elementary School – 2010
 10. Vejar Elementary School – 2010
- N. Charter Oak Unified School District**
1. Washington Elementary School - 2004
 2. Badillo Elementary School - 2004
 3. Cedargrove Elementary School - 2004
 4. Charter Oak High School - 2004
 5. Willow Elementary School - 2002
 6. Glen Oak Elementary School - 2002
 7. Sunflower School - 2002
- O. Saugus Union School District**
1. Charles Helmers Elementary School – 2010
 2. Sky Blue Mesa Elementary School, Canyon Country, CA - 2005
- P. Antelope Valley Union High School District**
1. Antelope Valley High School, Lancaster, CA - 2004
 2. Highland High School, Lancaster, CA - 2004
 3. WM. J. “Pete” Knight High School, Palmdale, CA – 2003
- Q. Simi Valley Unified School District**
1. Simi Valley High School - 2003
 2. Atherwood Elementary School – 2003

R. Glendale Unified School District

1. Horace Mann Elementary School - 2008
2. Columbus Elementary School - 2008
3. John Marshall Elementary School – 2008
4. Jefferson School - 2006
5. Main School - 2006
6. White School - 2006
7. Viewmont (Legal) - 2006
8. Glendale High School - 2002
9. Glenoaks Elementary School - 2001
10. Mountain Avenue Elementary School - 2001
11. Monte Vista Elementary School - 2001
12. Lincoln Elementary School - 2001
13. La Crescenta Elementary School - 2001
14. Glenoaks Elementary School - 2001
15. Franklin Elementary School - 2001
16. Balboa Elementary School - 2000
17. Richardson D. White Elementary School - 2000
18. Forest Avenue - 2000
19. Thomas Jefferson Elementary School - 2000
20. John Muir Elementary School - 2000
21. Vine Street & Kenilworth Avenue School Site (Legal) - 2000
22. Fremont Elementary School - 2000
23. Colorado Street and Orange Site - 2000
24. Dunsmore Elementary School - 1999
25. Roosevelt Middle School - 1999
26. Wilson Middle School - 1999
27. Verdugo Woodlands Elementary School - 1999
28. Rosemont Middle School - 1999
29. Toll Middle School - 1999
30. Keppel Elementary School - 1999
31. Hoover High School – 1999

S. Temple City Unified School District

1. La Rosa Elementary School - 2001
2. Cloverly Elementary School - 1999
3. Longden Elementary School - 1998
4. TC Administration Site – 1998

- T. Little Lake City School District**
1. Studebaker Elementary School - 2000
 2. Paddison Elementary School - 2000
 3. William Orr Elementary School - 2000
 4. Lakeview Elementary School - 2000
 5. Lakeside Jr. High School - 2000
 6. Lakeland Elementary School - 2000
 7. Lake Center Jr. High School - 2000
 8. Jersey Avenue Elementary School - 2000
 9. Cresson Elementary School - 2000
- U. Whittier City School District**
1. Aerial of Penn Street and Union Avenue Site - 2000
- V. Grossmont Union High School District**
1. Mount Miguel High School, San Diego, CA - 2000
- W. East Whittier School District**
1. Evergreen Elementary School - 1999
 2. District Admin & Maintenance Site - 1999
 3. Laurel Elementary School - 1998
 4. Scott Elementary School - 1998
 5. Mulberry Elementary School - 1998
 6. East Whittier Middle School - 1998
 7. Hillview Middle School - 1998
 8. Leffingwell Elementary School - 1998
 9. Orchard Dale Elementary School - 1998
 10. Granada Middle School - 1998
 11. Ocean View Elementary School - 1998
- X. Alta Loma School District**
1. Banyan Elementary School, Alta Loma, CA - 1996

Litigation and Claim History

J.O. Nelson Consulting Land Surveyors, Inc. has no prior or pending litigation, arbitration or negotiated/settled history claims.

Principal's Resume

James O. Nelson, California PLS 6831

Principal in Charge/Project Manager

As the Owner and Land Surveyor in responsible charge for J.O. Nelson Consulting Land Surveyors, Inc., Mr. Nelson is responsible for client contact, establishment of fees and schedules, supervision of surveying personnel and production, overall project coordination, administration, and all boundary analysis. Mr. Nelson has over 40 years of experience as a Land Surveyor.

Education

B.A. Economics -
California State
University – Northridge

Registration – Land

Surveying

California PLS 6831
Missouri PLS 2009000063

Professional

Affiliations

Member of the California
Land Surveyors Association,
Channel Islands Chapter

Mr. Nelson's project experience includes:

- Santa Ana Unified School District, Santa Ana, CA
- Los Angeles City College, Los Angeles, CA
- Queen of the Valley Hospital, West Covina, CA
- Los Angeles Trade Technical College, Los Angeles, CA
- Waffle Tower, Culver City, CA
- Lompoc Shopping Center, Lompoc, CA
- Santa Paula Shopping Center, Santa Paula, CA
- Saddleback College, Mission Viejo, CA
- Ontario-Montclair School District, Ontario, CA
- Tin Can Project, 5860 Jefferson Boulevard, Culver City, CA
- Beeline Maintenance Facility, Glendale, CA
- Colorado Boulevard Project, Pasadena, CA
- Los Angeles Unified School District, Los Angeles County, CA
- Rocketdyne demolition, Canoga Park, CA
- City of Agoura Hills – Traffic Signal Design, Agoura Hills, CA
- City of Hope, Monrovia, CA
- OC Juvenile Hall MRS, Orange, CA
- Los Angeles Pierce College, Los Angeles, CA
- La Verne Bracket Field Airport Control Tower, La Verne, CA
- Rancho Simi Recreation Park – Simi Valley, CA
- UCLA Campus – Los Angeles, CA
- Good Samaritan Hospital – San Jose, CA
- San Marino Unified School District – San Marino, CA
- Duarte Unified School District – Duarte, CA
- OCFA Station No. 11 – Emerald Bay – Laguna Beach, CA
- Los Angeles Pierce College – Los Angeles, CA
- Hyatt Place Glendale – Glendale, CA
- OCFA Station No. 8 – Skyline Dr – Santa Ana, CA

- Dexter Park – San Fernando, CA
- John Anson Ford Amphitheatre – Los Angeles, CA
- Knollwood Golf Course – Granada Hills, CA
- Autry National Center – Los Angeles, CA
- Residences of Pepperdine University - Malibu, CA
- San Gabriel Boulevard (Central Ave to Elm Ave) - San Gabriel, CA
- City of Hope - Duarte, CA
- Chino Basin Water Conservation District - Montclair, CA
- Mercy Housing California - Los Angeles, CA
- Orange Grove Park - Hacienda Heights, CA
- Citigroup Parking Lot, Torrance - CA
- Charles Helmers Elementary School - Valencia, CA
- Beverly Hills Chamber of Commerce - Beverly Hills, CA
- Catalina Fire Station, Catalina Island, CA
- Forest Lawn Memorial Park, Burbank, CA
- City of San Fernando - Pacoima Wash Storage Facility, San Fernando, CA

Mr. Nelson started his career in surveying in 1982 with M&M&Co Land Surveyors (Northridge, California 1982 – 1992) handling all office and field positions. He opened his own Surveying firm, S.E.I. Land Surveying, Inc. in 1992. He closed S.E.I. in 2005 due to elderly parents' health issues, and re-opened as J.O. Nelson Consulting Land Surveyors, Inc. in 2007. Mr. Nelson has maintained a life-long commitment to self-education, served honorably in the Marine Corps reserve, and is a commercial multi-engine instrument pilot.

Party Chief/Instrument Man

Ramon Barragan

Party Chief

As the Party Chief for J.O. Nelson Consulting Land Surveyors, Inc., Mr. Barragan is responsible for field data collection, construction staking, control surveys, training and supervision of instrument men and other field employees. Mr. Barragan has over 9 years of experience as a Field Surveyor.

Mr. Barragan's project experience includes:

- Santa Ana Unified School District, Santa Ana, CA
- Los Angeles City College, Los Angeles, CA
- Queen of the Valley Hospital, West Covina, CA
- Los Angeles Trade Technical College, Los Angeles, CA
- Waffle Tower, Culver City, CA
- Lompoc Shopping Center, Lompoc, CA
- Santa Paula Shopping Center, Santa Paula, CA
- Saddleback College, Mission Viejo, CA
- Ontario-Montclair School District, Ontario, CA
- Tin Can Project, 5860 Jefferson Boulevard, Culver City, CA
- Beeline Maintenance Facility, Glendale, CA
- Colorado Boulevard Project, Pasadena, CA
- Los Angeles Unified School District, Los Angeles County, CA
- Rocketdyne demolition, Canoga Park, CA
- City of Agoura Hills, Agoura Hills, CA
- Los Angeles Unified School District
- City of Hope, Monrovia, CA
- Tin Can Project, Los Angeles, CA
- Rancho Simi Recreation Park – Simi Valley, CA
- UCLA Campus – Los Angeles, CA
- Good Samaritan Hospital – San Jose, CA
- San Marino Unified School District – San Marino, CA
- Duarte Unified School District – Duarte, CA
- OCFA Station No. 11 – Emerald Bay – Laguna Beach, CA
- Los Angeles Pierce College – Los Angeles, CA
- Hyatt Place Glendale – Glendale, CA

Mr. Barragan started his career in surveying in 2006 as a Draftsman/Instrument Technician/ Assistant Party Chief with M & M & Co. (Northridge, California 2006-2009). He then became an Instrument Man/Party Chief with J.O. Nelson Consulting Land Surveyors, Inc. (Newbury Park, California 2014-present).

Office Manager/Contract Administrator

Leslie Anne Nelson

Office Manager/Contract Administrator

As the Office Manager/Contract Administrator for J.O. Nelson Consulting Land Surveyors, Inc., Ms. Nelson is responsible for client contact, establishment of proposals with fees and schedules, supervision of personnel, shipping of production, administration, and marketing. Ms. Nelson has over 24 years of experience in the Land Surveying business with J.O. Nelson Consulting Land Surveyors, Inc.

Ms. Nelson's project experience includes:

- Santa Ana Unified School District, Santa Ana, CA
- Los Angeles City College, Los Angeles, CA
- Queen of the Valley Hospital, West Covina, CA
- Los Angeles Trade Technical College, Los Angeles, CA
- Waffle Tower, Culver City, CA
- Lompoc Shopping Center, Lompoc, CA
- Santa Paula Shopping Center, Santa Paula, CA
- Saddleback College, Mission Viejo, CA
- Ontario-Montclair School District, Ontario, CA
- Tin Can Project, 5860 Jefferson Boulevard, Culver City, CA
- Beeline Maintenance Facility, Glendale, CA
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- Los Angeles Unified School District, Los Angeles County, CA
- Rocketdyne demolition, Canoga Park, CA
- City of Agoura Hills – Traffic Signal Design, Agoura Hills, CA
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- Los Angeles Pierce College, Los Angeles, CA
- La Verne Bracket Field Airport Control Tower, La Verne, CA
- Rancho Simi Recreation Park – Simi Valley, CA
- UCLA Campus – Los Angeles, CA
- Good Samaritan Hospital – San Jose, CA
- San Marino Unified School District – San Marino, CA
- Duarte Unified School District – Duarte, CA
- OCFA Station No. 11 – Emerald Bay – Laguna Beach, CA
- Los Angeles Pierce College – Los Angeles, CA
- Hyatt Place Glendale – Glendale, CA
- OCFA Station No. 8 – Skyline Dr – Santa Ana, CA
- Dexter Park – San Fernando, CA
- John Anson Ford Amphitheatre – Los Angeles, CA

- Knollwood Golf Course – Granada Hills, CA
- Autry National Center – Los Angeles, CA
- Residences of Pepperdine University - Malibu, CA
- San Gabriel Boulevard (Central Ave to Elm Ave) - San Gabriel, CA
- City of Hope - Duarte, CA
- Chino Basin Water Conservation District - Montclair, CA
- Mercy Housing California - Los Angeles, CA
- Orange Grove Park - Hacienda Heights, CA
- Citigroup Parking Lot, Torrance - CA
- Charles Helmers Elementary School - Valencia, CA
- Beverly Hills Chamber of Commerce - Beverly Hills, CA
- Catalina Fire Station, Catalina Island, CA
- Forest Lawn Memorial Park, Burbank, CA
- City of San Fernando (Pacoima Wash Storage Facility – San Fernando, CA

Surveying Proposal

Michael Brewer, Program Manager
Caldwell Flores Winter, Inc.
mbrewer@cfwinc.com

Re: Response to Request for Qualifications and Proposals – Surveying Services for Construction of ECDC Facilities at Rose Avenue Elementary School

Scope of Services

PARTIAL TOPOGRAPHY SURVEY

Showing: (per attached limits of scope)

Buildings, permanent structures, above-ground utilities, driveways, walkways, walls, fences, gates, trees (8" dia & larger), and roadway to half street

Adjoining improvements along property lines (client to provide access at time of survey)

Elevations and 1' contours

PROJECT ASSUMPTIONS

Assumes available boundary control in block and no material discrepancy in record information which would trigger a Record of Survey. Fee does not include a Boundary Survey and/or Record of Survey or government filing fees. Note: No Lot corners to be staked in this proposal. Fee does not include Item 12 - retaining the services of an underground utility location service. Assumes District/client to provide District archives for relevant information and compare to field observations; review county recorder and city clerk archives for relevant information and compare to field observations. Fee does not include obtaining a preliminary title report and supporting documents.

T&M Hourly Prevailing Wage Rates

PLS	\$205
Contract Admin	\$145
CADD	\$145
Production Staff	\$140
Office Staff	\$125
Field Crew (2 man)	\$291.50
Field Crew (1 man)	\$225.50
Travel	\$125 (from 91301)
Material	Cost + 15%
Outside Services	Cost + 15%
Government Mandated Costs	Cost + T&M
Saturday	1.5x hourly
Sunday	2x hourly
Trip Minimum	\$1,590

Fee

\$8,101 Partial Topography Survey

PLS	\$205	4	\$820
CADD	\$145	16	\$2,320
Field Crew (1 man)	\$225.50	22	\$4,961

Notice to Proceed

J.O. Nelson Consulting Land Surveyors, Inc. and Caldwell Flores Winter, Inc. agree as follows:

- A. Caldwell Flores Winter, Inc. retains J.O. Nelson Consulting Land Surveyors, Inc. to perform services for: Surveying Services for Construction of ECDC Facilities at Rose Avenue Elementary School, 220 So. Driskill Street, Oxnard, California 93030.
- B. J.O. Nelson Consulting Land Surveyors, Inc. agrees to perform the scope of services listed herein.
- C. Caldwell Flores Winter, Inc. agrees to compensate J.O. Nelson Consulting Land Surveyors, Inc. for such services as follows: Per Fees listed herein.
- D. Terms of payment: Invoices for professional services due upon presentation. Amounts 60 days past due subject to 2% finance fee per month.
- E. **TO BEGIN WORK:** J.O. Nelson Consulting Land Surveyors, Inc. needs:
 - 1. Signed "Notice to Proceed;"
 - 2. Title report and supporting documents, and Grant Deed.

Client:	Notice to Proceed
Michael Brewer, Program Manager Caldwell Flores Winter, Inc. mbrewer@cfwinc.com	<hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <hr/> <div>Print</div> <hr/> <div>Title</div>

Thank you for the opportunity to be of service.



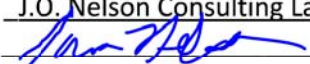
James O. Nelson, PLS 6831
Principal in Charge/Project Manager
james@jonelsoncls.com

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares: I am the PLS/Principal in Charge/Project Manager of J.O. Nelson Consulting Land Surveyors, Inc., the party making the foregoing Response to Request for Qualifications and Proposals – Surveying Services for Construction of Preschool and Transitional Kindergarten/ Kindergarten Classrooms at Marina West Elementary School for J.O. Nelson Consulting Land Surveyors, Inc.’s bid/proposal. The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 23, 2023, at Agoura Hills, California.

Date:	<u>October 23, 2023</u>
Proper Name of Bidder/Proposer:	<u>J.O. Nelson Consulting Land Surveyors, Inc.</u>
Signature:	<u></u>
Print Name:	<u>James O. Nelson</u>
Title:	<u>PLS/Principal in Charge/Project Manager</u>

**CERTIFICATIONS REGARDING LOBBYING ACTIVITIES,
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J.O. Nelson Consulting Land Surveyors, Inc.

Organization:

28240 Agoura Road, Suite 301

Street address:

Agoura Hills, California 91301

City, State, Zip:

James O. Nelson

Certified by: (type or print)

PLS/Principal in Charge/Project Manager

Title



Signature

October 23, 2023

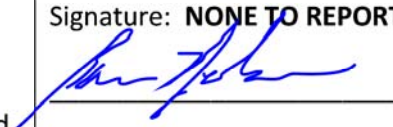
Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type:</p> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year ____ quarter ____ Date of last report
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<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Sub-awardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: NONE TO REPORT</p>  <p>Print Name: <u>James O. Nelson</u></p> <p>Title: <u>PLS/Principal in Charge/Project Manager</u></p> <p>Telephone No.: <u>310-337-1778</u> Date: <u>10/23/23</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

J.O. Nelson Consulting Land Surveyors, Inc.

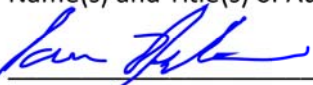
Contractor/Company Name

Oxnard School District RFQ/Proposals for Surveying Services for Marina West Elementary School

Award Number, Contract Number, or Project Name

James O. Nelson, PLS/Principal in Charge/Project Manager

Name(s) and Title(s) of Authorized Representatives


Signature(s)

October 23, 2023

Date

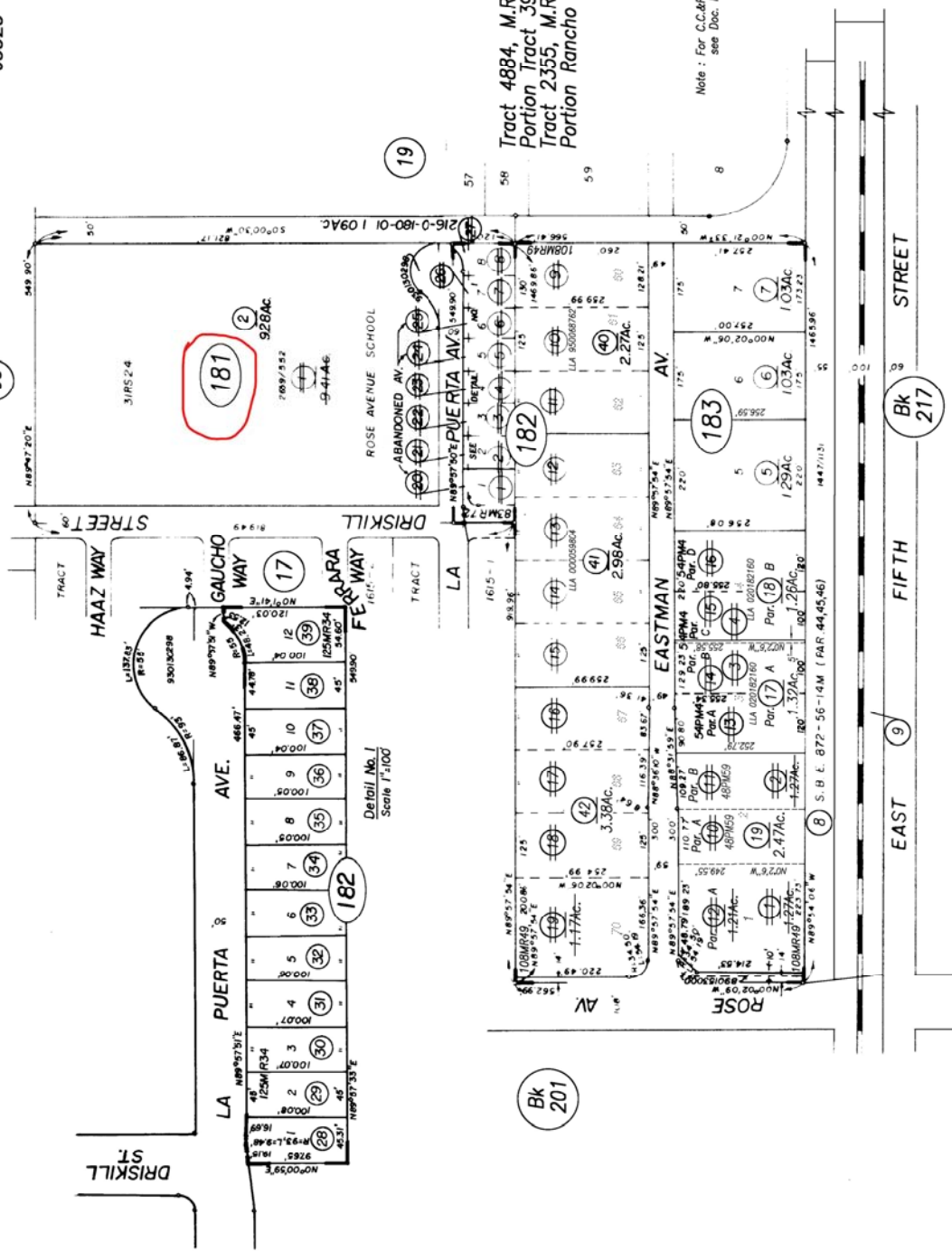
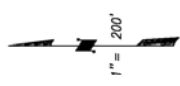
Comments to Form of Agreement

J.O. Nelson Consulting Land Surveyors, Inc. has no comments to Form of Agreement.

216-18

Tax Rate Area
 0.3277
 0.3268
 0.3305
 0.3325

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
 PORTION SUBDIVISION 33



Tract 4884, M.R. Bk.125, Pg.34
 Portion Tract 3943, M.R. Bk.108, Pg.49
 Tract 2355, M.R. Bk.83, Pg.72
 Portion Rancho Colonia Map 3, M.R. Bk.3, Pg.12

NOTE: ASSESSOR PARCELS SHOWN ON THIS FACE
 DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.
 CHECK WITH COUNTY SURVEYOR'S OFFICE OR
 PLANNING DIVISION TO VERIFY.

Note: For C.C.A.R.'s pertaining to Tract 3943,
 see Doc. No. 870178976 of Official Records

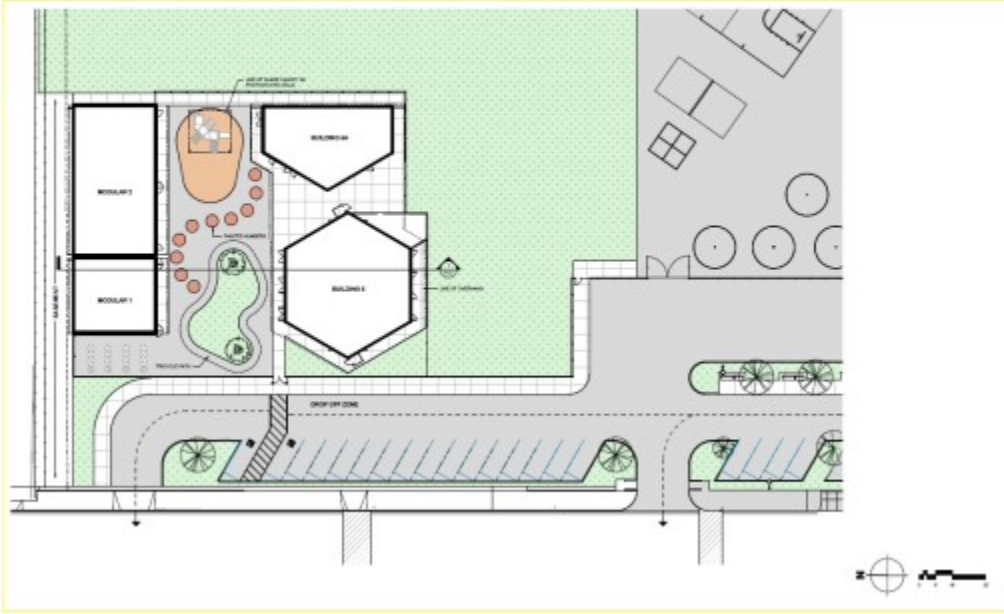
CITY OF OXNARD's Map.
 Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Mineral Numbers Shown in Squares.

DRAWN	H.P.	REVISED	4-11-2012
REDRAWN	CREATED	1-29-87	
LINKED	PLOTTED	EFFECTIVE	87-88 ROLL
	PRECIOUS	Bk.216, Portion	Pg.02
Compiled By: Ventura County Assessor's Office			

DATE	REFERENCE DOC.	EXPLANATION	Code	Contribution	Approver Request
4/11/12	N/A				
Roll-Year 12-13	BK, 216 , PG. 18	REVISION LOG			
		VOID	A.P.N.(s)	216-0-183-155	11/1-125
		RESIDUAL	A.P.N.(s)		
		NEW	A.P.N.(s)	216-0-183-153	

Figure 1: Proposed Locations for ECDC Facilities at Rose Avenue Elementary School



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-188 with MNS Engineers Inc. to provide Surveying 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 October 2023, a proposal request was distributed inviting the District's prequalified pool of Surveying firms to submit proposals. Two firms submitted proposals and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with MNS Engineers Inc. to provide Surveying Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: November 20, 2023 through January 31, 2024

FISCAL IMPACT:

\$64,000.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-188 with MNS Engineers Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-188, MNS Engineers Inc. \(15 Pages\)](#)
[Proposal \(4 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

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

	Each Occurrence	Aggregate
<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 accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

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: _____

October 23,2023

Rubik Zazian
Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: Fremont School Boundary Recovery and Aerial Topo and Project
Cost Estimate for Surveying Services

Dear Rubik:

MNS Engineers, Inc. (MNS) is pleased to offer CFW the following cost estimate for providing surveying services for the Fremont School Boundary Recovery and Aerial Topo Project. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

MNS is signatory to IUOE local 12 and 3. DIR # 100003564

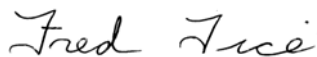
The scope and fees are figured on a Time and Material basis for this project and is detailed in Exhibit "A". This proposal is based on our current rate of \$330 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees. Additional work requested will be provided on a T & M basis.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, we will finalize the Professional Service Agreement..
We look forward to working with you again on this unique project.

Sincere regards,
MNS Engineers, Inc.



Fred Tice, PLS
Principal Surveyor

EXHIBIT A
SCOPE OF SERVICES
 Fremont Middle School Project
FIELD SURVEY SERVICES

The field surveying cost estimate has been based on exhibits and RFP from CFW, Inc. received 10/17/2023.

1	Boundary Recovery Verify boundary using existing maps and well monuments in the adjacent streets. The record boundary will be shown on the provided base map.	\$9,000
2	Aerial Topographic Mapping Provide an aerial topo of the entire school site including all adjacent streets and Alley. The aerial will be compiled at a 1" =40' scale. Additional street topo will be provided in the construction area on N M street and Alley on the south side. Above ground utilities will be located by field topo. All sewer and storm drains will be located, and flowline elevations will be shown. The additional field topo will be combined with the aerial and a base map will be provided.	\$25,800
3	Underground Utility Locations Provide underground utility locations outside of the buildings and open areas. MNS will use GPRS Inc. to mark up the utilities and the depth. MNS will then locate these marks/paint marks and include them on the base map. This will show horizontal locations and the depth of the utilities.	\$29,200
Total		<hr style="width: 100%;"/> \$64,000

Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of the work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the contractor to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Contractor.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the Contractor prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction costs are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$330 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Monumentation not included in this cost estimate because the existing Centerline monumentation are in per record maps and corner records.

STANDARD SCHEDULE OF FEES

Effective July 1, 2023 through June 30, 2024

Surveying

Principal Surveyor/Project Manager	\$265/hr.
Senior Project Surveyor	\$195/hr.
Associate Project Surveyor	\$165/hr.
2-person crew	\$330/hr.
1-person crew	\$215/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 3 & 12. A 2-person survey crew is \$330 per hour.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-189 with MNS Engineers Inc. to provide Surveying Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

The Marina West Elementary School ECDC Project consists of construction of 10 new modular classrooms to support full-day preschool (PS), transitional kindergarten (TK) or kindergarten (K) instruction. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of Surveying firms to submit proposals. Two firms submitted proposals and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with MNS Engineers Inc. to provide Surveying Services for the Marina West Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through December 31, 2023

FISCAL IMPACT:

\$17,000.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-189 with MNS Engineers Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-189, MNS Engineers Inc. \(15 Pages\)](#)
[Proposal \(4 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

- 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 accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 20 23

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: _____

October 23, 2023

Rubik Zazian
Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: Marina West Elementary School Boundary Recovery and Topo Project
Cost Estimate for Surveying Services

Dear Rubik:

MNS Engineers, Inc. (MNS) is pleased to offer CFW the following cost estimate for providing surveying services for the Marina West Elementary School boundary recovery and Topo Project. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

MNS is signatory to IUOE local 12 and 3. DIR # 100003564

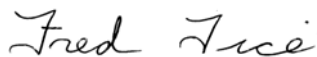
The scope and fees are figured on a Time and Material basis for this project and is detailed in Exhibit "A". This proposal is based on our current rate of \$330 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees. Additional work requested will be provided on a T & M basis.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, we will finalize the Professional Service Agreement. We look forward to working with you again on this unique project.

Sincere regards,
MNS Engineers, Inc.



Fred Tice, PLS
Principal Surveyor

EXHIBIT A
SCOPE OF SERVICES
 Marina West Elementary School Project
FIELD SURVEY SERVICES

The field surveying cost estimate has been based on exhibits and RFP from CFW, Inc. received 10/04/2023.

<p>1 Boundary Recovery</p> <p>Verify boundary using existing maps and corner records in the adjacent streets. The record boundary will be for the area shown in Figure 1 of the RFP. The record boundary will be shown on the provided base map.</p>	<p>\$5,500</p>
<p>2 Topographic Mapping</p> <p>Provide a field location topo of the proposed site as per Figure 2 of the RFP. This will include a portion of Carob Street adjacent to proposed location. This will be compiled at a 1" =20' scale. Above ground utilities will be located by field topo. All sewer and storm drain manholes and clean outs within the proposed area will be located, and when possible, a flowline elevations will be shown. The field topo will be combined with the record boundary and a base map will be provided.</p>	<p>\$5,800</p>
<p>3 Underground Utility Locations</p> <p>Provide underground utility locations outside of the existing modular buildings. MNS will use GPRS Inc. to mark up the utilities and the depth. MNS will then locate these marks/paint marks and include them on the base map. This will show horizontal locations and the depth of the utilities.</p>	<p>\$5,800</p>
<p>Total</p>	<hr style="width: 100%;"/> <p>\$17,100</p>

Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of the work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the contractor to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Contractor.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the Contractor prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction costs are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$330 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Monumentation not included in this cost estimate because the existing Centerline monumentation are in per record maps and corner records.

STANDARD SCHEDULE OF FEES

Effective July 1, 2023 through June 30, 2024

Surveying

Principal Surveyor/Project Manager	\$265/hr.
Senior Project Surveyor	\$195/hr.
Associate Project Surveyor	\$165/hr.
2-person crew	\$330/hr.
1-person crew	\$215/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 3 & 12. A 2-person survey crew is \$330 per hour.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-190 with Tetra Tech Inc. to provide CEQA Compliance 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 October 2023, a proposal request was distributed inviting the District's prequalified pool of CEQA compliance firms to submit proposals. One firm submitted proposals and all proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Tetra Tech Inc. to provide CEQA Compliance Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: November 20, 2023 through March 31, 2024

FISCAL IMPACT:

\$5,500.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-190 with Tetra Tech Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-190, Tetra Tech Inc. \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



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: **[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:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms.

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: _____



October 23, 2023

M-2988

Mr. Michael Brewer
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, California 91006

Subject: Proposal to Conduct CEQA Compliance Services for Fremont Middle School Reconstruction Project.

Dear Mr. Brewer:

Tetra Tech is pleased to present this proposal to conduct CEQA Compliance Services for the Fremont Middle School Reconstruction Project (Project). The proposed approach is based on our review of the project details in the October 23, 2023, RFQ and associated request for a proposal for CEQA services.

Project Understanding:

Freemont Middle School serves grades 6-8 with an approximate student population of 750 students. It is located at 1130 N M Street, Oxnard, CA, which is in a mid-size city setting. Fremont Middle School is located on a 24.3-acre parcel bounded by North “H” and “M” Streets, Devonshire Drive and residential development to the south. 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. 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 is designed in such a manner that an additional classroom wing and more science labs could be built without major modifications to the Site in the future, if enrollment increased.

The reconstructed school would include multi-storied classrooms, to accommodate up to 750 students. The proposed project would result in a total of 34 classroom facilities. The school would include 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet each. 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 grades 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.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com

Scope of Work:

California State CEQA Guidelines Section 15300, Categorical Exemptions, includes classes of projects which have been determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA. Whether a Categorical Exemption can be utilized to obtain clearance under CEQA is dependent on factors such as the percentage increase in square footage and/or student capacity, and the number of new classrooms associated with proposed school improvements. Based on an initial review of the various classes of exemptions that can be applied to school construction and modification projects, the most applicable to the proposed project are a Class 14 exemption and a Class 2 exemption.

CEQA Guidelines Section 15314 Minor Additions to Schools, defines a Class 2 exemption as the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, and/or replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent. A Class 14 exemption is defined as minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less.

Tetra Tech will conduct a CEQA review to determine if the project would qualify for a Class 2 and/or a Class 14 categorical exemption. We will also conduct an environmental evaluation of the school project to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines based on publicly available information. Tetra Tech will prepare a draft letter report documenting our findings and confirming the status of a categorical exemption or recommending that an Initial Study (IS) be prepared. The draft letter report will be submitted to CFW and Oxnard School District (OSD) and we will incorporate any comments received into a final letter report.

If it is confirmed that a Categorical Exemption applies to this project, Tetra Tech will also prepare a Notice of Exemption (NOE) Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that the project will not have a significant effect on the environment. Once completed, we will forward the draft NOE form to CFW and OSD for review. Tetra Tech will address one round of comments. Upon acceptance by CFW and OSD, we will prepare the final NOE and conduct the document filing with the County Clerk. This scope assumes one round of review of the draft letter report and that no additional studies will be performed by Tetra Tech to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines. Attendance at public meetings is not included in this scope of work. Should it be determined that campus projects would not qualify for a categorical exemption based on our analysis; then OSD will be notified, and Tetra Tech will recommend the preparation of an IS. Additional environmental study, such as the preparation on an IS, would be under a separate scope and cost as authorized by OSD.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$5,500. This price will not be exceeded without your prior authorization. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis. Tetra Tech is ready to start work on this project. Tetra Tech estimates that the letter report can be completed within 30 days from receipt of



the notice to proceed, assuming that OSD and CFW will provide us the requested school site information in a timely manner and review of the draft letter report occurs within a few days of receipt.

Limitations

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

We propose to perform these services in accordance with a purchase order or contract between OSD and Tetra Tech and the agreed scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization acknowledging the OSD's acceptance of this proposal.

If you have any questions regarding our proposal, please contact Randy Westhaus at (805) 455-0603 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for your very important middle school reconstruction project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy Westhaus'.

California Schools Director

cc: S. Hopkins (Tt SBA)
Amanda Weston (Tt SBA)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-191 with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

The Marina West Elementary School ECDC Project consists of construction of 10 new modular classrooms to support full-day preschool (PS), transitional kindergarten (TK) or kindergarten (K) instruction. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of CEQA Compliance firms to submit proposals. One firm submitted proposal and the proposal was reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through March 31, 2024

FISCAL IMPACT:

\$5,200.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-191 with Tetra Tech Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-191, Tetra Tech Inc. \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



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: **[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:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms.

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: _____



October 16, 2023

M-2980

Mr. Michael Brewer
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, California 91006

Subject: Proposal to Conduct CEQA Analysis for New Preschool, Transitional Kindergarten, and Kindergarten Classrooms at Marina West Elementary School.

Dear Mr. Brewer:

Tetra Tech is pleased to present this proposal to conduct CEQA analysis for the Construction of Preschool and Transitional Kindergarten/Kindergarten Classrooms at Marina West Elementary School (Project). The proposed approach is based on our review of the project details in the October 4, 2023, RFQ and associated request for a proposal for CEQA services.

Project Understanding:

Marina West Elementary School is located at 2501 Carob Street, Oxnard, California. Marina West Elementary is a public school located in Oxnard, CA, which is in a mid-size city setting. The student population of Marina West Elementary is approximately 540 students and the school serves K-5 students. Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, the District received a State Allocation Board (SAB) grant apportionment of approximately \$8.2 million on September 27, 2023, to construct ten new permanent classrooms to be located at the Marina West Elementary School Site. The project includes four new preschool, four new transitional kindergarten, and two new kindergarten classrooms. The ten new classrooms are proposed to replace eight existing portable classrooms and expand and complete existing preschool and kindergarten facilities at Marina West Elementary, pursuant to the adopted State and Board specifications for these facilities.

The classrooms are proposed to be located on the southwest corner of the Site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus. The preschool classrooms are proposed to be housed in a row of four classrooms above the existing parking lot off Carob Street allowing the use of the existing playground for preschool use. The remaining six classrooms for TK and K are proposed to be oriented in one of two optional “L” formations surrounding a separate new playground area. The two options for the “L” configuration include placements of two classrooms either in front of (closer to Carob Street) or behind (placed adjacent to the existing field way from Carob Street) the proposed new TK/K playground area creating separate integration options for the school Site. All buildings are proposed to be constructed southwest of the existing administration and west of the parking area, replacing the existing portable classroom wings. The classrooms will be 1,350 square feet each including storage, prep areas, and kindergarten restrooms. The classrooms will be of modular construction and inclusive of specification which allows for their intended use and adaptability in the future, if needed, for preschool, transitional kindergarten, or kindergarten facilities. The classrooms will be of modular construction and inclusive of specification of K facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the site to twelve that also meet the additional Title 22 preschool licensing standards.

Scope of Work:

California State CEQA Guidelines Section 15300, Categorical Exemptions, includes classes of projects which have been determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA. Whether a Categorical Exemption can be utilized to obtain clearance under CEQA is dependent on factors such as the percentage increase in square footage and/or student capacity, and the number of new classrooms associated with proposed school improvements. Based on an initial review of the various classes of exemptions that can be applied to school construction and modification projects, the most applicable to the proposed project are a Class 14 exemption and a Class 2 exemption.

CEQA Guidelines Section 15314 Minor Additions to Schools, defines a Class 14 exemption as minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. A Class 2 exemption is defined as the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Tetra Tech will conduct a CEQA review to determine if the project would qualify for a Class 14 and/or a Class 2 categorical exemption. We will also conduct an environmental evaluation of the school project to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines based on publicly available information. Tetra Tech will prepare a draft letter report documenting our findings and confirming the status of a categorical exemption or recommending that an Initial Study (IS) be prepared. The draft letter report will be submitted to CFW and Oxnard School District (OSD) and we will incorporate any comments received into a final letter report.

If it is confirmed that a Categorical Exemption applies to this project, Tetra Tech will also prepare a Notice of Exemption (NOE) Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that the project will not have a significant effect on the environment.

Once completed, we will forward the draft NOE form to CFW and OSD for review. Tetra Tech will address one round of comments. Upon acceptance by CFW and OSD, we will prepare the final NOE and conduct the document filing with the County Clerk. This scope assumes one round of review of the draft letter report and that no additional studies will be performed by Tetra Tech to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines. Attendance at public meetings is not included in this scope of work. Should it be determined that campus projects would not qualify for a categorical exemption based on our analysis; then OSD will be notified, and Tetra Tech will recommend the preparation of an IS. Additional environmental study, such as the preparation on an IS, would be under a separate scope and cost as authorized by OSD.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$5,200. This price will not be exceeded without your prior authorization. Additional out of scope services, meetings, or



reports that are requested will be billed on a time and materials basis. Tetra Tech is ready to start work on this project. Tetra Tech estimates that the letter report can be completed within 30 days from receipt of the notice to proceed, assuming that OSD and CFW will provide us the requested school site information in a timely manner and review of the draft letter report occurs within a few days of receipt.

Limitations

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document. The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

We propose to perform these services in accordance with a purchase order or contract between OSD and Tetra Tech and the agreed scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization acknowledging the OSD's acceptance of this proposal.

If you have any questions regarding our proposal, please contact Randy Westhaus at (805) 455-0603 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for your very important new permanent classroom project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in blue ink that reads 'Randy Westhaus'.

California Schools Director

cc: S. Hopkins (Tt SBA)
Amanda Weston (Tt SBA)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-192 with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

The Rose Avenue Elementary School ECDC Project consists of modernization of three existing kindergarten classrooms and installation of three new modular classrooms along with associated sitework. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of CEQA compliance firms to submit proposals. One firm submitted proposals and all proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through March 31, 2024

FISCAL IMPACT:

\$5,200.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-192 with Tetra Tech Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-192, Tetra Tech Inc. \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



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: **[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:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms.

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: _____



October 23, 2023

M-2987

Mr. Michael Brewer
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, California 91006

Subject: Proposal to Conduct CEQA Compliance Services for Construction of ECDC Facilities at Rose Avenue Elementary School.

Dear Mr. Brewer:

Tetra Tech is pleased to present this proposal to conduct CEQA Compliance Services for Construction of ECDC Facilities at Rose Avenue Elementary School (Project). The proposed approach is based on our review of the project details in the October 13, 2023, RFQ and associated request for a proposal for CEQA services.

Project Understanding:

Rose Avenue Elementary School is located at 220 S. Driskill Street, Oxnard, CA which is in a mid-size city setting. The student population of Rose Avenue Elementary is approximately 480 students and the school serves K-5 students. Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing school site through the modernization of three existing classrooms and the addition of three new classrooms. Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the Rose Avenue Site to twelve.

The ECDC would be located at the northwest corner of the Site where three current kindergarten classrooms (Rooms 501, 502, and 503) that are to be renovated are located. The existing kindergarten facilities will be modernized, and three new modular Title 5/Title 22 classrooms will be constructed and incorporated, to establish the new ECDC facility. The three new classrooms will be inclusive of specification for kindergarten facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities. The existing play area will be relocated and improved as required to serve the needs of these students. The Project will also include some sitework associated with relocating existing utilities and realigning access to the existing car park. The use of the existing parking and drop off are proposed to be integrated with the overall Site. Additionally, the proposed facilities will include photovoltaic and back-up battery systems to support the State's new solar power requirements for all new school facilities constructed after July 1, 2023.

Scope of Work:

California State CEQA Guidelines Section 15300, Categorical Exemptions, includes classes of projects which have been determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA. Whether a Categorical Exemption can be utilized to obtain clearance under CEQA is dependent on factors such as the percentage increase in square footage and/or student capacity, and the number of new classrooms associated with proposed school improvements. Based on an

Tetra Tech, Inc.

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initial review of the various classes of exemptions that can be applied to school construction and modification projects, the most applicable to the proposed project are a Class 14 exemption and a Class 2 exemption.

CEQA Guidelines Section 15314 Minor Additions to Schools, defines a Class 14 exemption as minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. A Class 2 exemption is defined as the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Tetra Tech will conduct a CEQA review to determine if the project would qualify for a Class 14 and/or a Class 2 categorical exemption. We will also conduct an environmental evaluation of the school project to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines based on publicly available information. Tetra Tech will prepare a draft letter report documenting our findings and confirming the status of a categorical exemption or recommending that an Initial Study (IS) be prepared. The draft letter report will be submitted to CFW and Oxnard School District (OSD) and we will incorporate any comments received into a final letter report.

If it is confirmed that a Categorical Exemption applies to this Project, Tetra Tech will also prepare a Notice of Exemption (NOE) Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that the Project will not have a significant effect on the environment.

Once completed, we will forward the draft NOE form to CFW and OSD for review. Tetra Tech will address one round of comments. Upon acceptance by CFW and OSD, we will prepare the final NOE and conduct the document filing with the County Clerk.

This scope assumes one round of review of the draft letter report and that no additional studies will be performed by Tetra Tech to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines. Attendance at public meetings is not included in this scope of work. Should it be determined that this Project would not qualify for a categorical exemption based on our analysis; then OSD will be notified, and Tetra Tech will recommend the preparation of an IS. Additional environmental study, such as the preparation on an IS, would be under a separate scope and cost as authorized by OSD.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$5,200. This price will not be exceeded without your prior authorization. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis.

Tetra Tech is ready to start work on this Project. Tetra Tech estimates that the letter report can be completed within 30 days from receipt of the notice to proceed, assuming that OSD and CFW will provide us the requested school site information in a timely manner and review of the draft letter report occurs within a few days of receipt.



Limitations

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

We propose to perform these services in accordance with a purchase order or contract between OSD and Tetra Tech and the agreed scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization acknowledging the OSD's acceptance of this proposal.

If you have any questions regarding our proposal, please contact Randy Westhaus at (805) 455-0603 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for your very important ECDC construction project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy Westhaus'.

California Schools Director

cc: S. Hopkins (Tt SBA)
Amanda Weston (Tt SBA)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-193 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

The Rose Avenue Elementary School ECDC Project consists of modernization of three existing kindergarten classrooms and installation of three new modular classrooms along with associated sitework. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of geotechnical engineering firms to submit proposals. Two firms submitted proposals and all proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through January 31, 2024

FISCAL IMPACT:

\$14,100.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-193 with Universal Engineering Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-193, Universal Engineering Sciences \(15 Pages\)](#)
[Proposal \(9 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

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

	Each Occurrence	Aggregate
<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 accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

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: _____

TAB 6 - FEE PROPOSAL



Universal Engineering Sciences (UES)

2400 Celsius Avenue, Suite J

Oxnard, CA 93030

P: (805) 486-6475 | TeamUES.com

Proposal No. 5030.1023.00002

October 20, 2023

Mr. Gerald Schober
Program Manager
Caldwell Flores Winter, Inc.
521 N. 1st Avenue
Arcadia, CA 91006
(626) 829-8323
gschober@cfwinc.com

Re: Proposal for Geotechnical and Geological Evaluation Services

Rose Avenue Elementary School
220 South Driskill Street
Oxnard, CA 93030

As requested, Universal Engineering Sciences (UES) is pleased to present this proposal to provide a geotechnical exploration for the referenced project. The purpose of our services will be to evaluate subsurface conditions at the site and provide geotechnical recommendations for the design and construction of the subject project. This letter describes our understanding of the project, our scope of services, schedule, and fees.

Our proposal is based on your Request for Qualifications and Proposals, dated October 04, 2023. As part of our due diligence for this proposal, our Principal Engineer visited the site to verify drill rig access and to assess topographic and surface conditions.

UES geotechnical investigation will be performed in conformance with the requirements of ASCE 7-16, the 2022 California Building Code (CBC), and the requirements of the Division of the State Architect (DSA). It is our understanding that this report will be reviewed by the California Geological Survey (CGS) and, therefore, will be prepared in accordance with note 48.

The objectives of this study will be to evaluate the subsurface and geohazard conditions of the site and to provide geotechnical recommendations for the design and construction of the proposed improvements, including recommendations for foundations and earthwork.

SITE LOCATION AND DESCRIPTION

Based on an aerial reconnaissance, the site is located directly north of Santa Lucia Avenue and bounded by South Driskill Street to the West and La Puerta Ave to the South. The site is currently occupied by existing buildings. The site is relatively flat at an elevation of 49 feet above sea level.



PROJECT INFORMATION

Based on the information provided in the RFQ, the proposed construction will consist of the addition of (2) new modular classrooms along with (2) existing classrooms buildings that will be renovated. The project also consists of existing site work that includes relocating existing utilities in addition to playground upgrades.

Should any of the above information be inconsistent with your objectives, please contact UES immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Task 1 – Field Exploration Planning
- Task 2 – Field Exploration
- Task 3 – Percolation Testing
- Task 4 – Laboratory Testing
- Task 5 – Geotechnical Engineering Analyses
- Task 6 – Geotechnical Engineering Report
- Task 7 – Post-Report Technical Consultation and Meetings

The remainder of this section provides a description of each of the above tasks and our approach to completing the tasks.

Task 1 – Field Exploration Planning

We will review available geotechnical investigation reports for the site vicinity and any other geotechnical reports for the project site. We will also review available published and unpublished geologic literature contained in our files, including publications prepared by the California Geological Survey (CGS) and the United States Geological Survey (USGS).

Before starting our exploration program, we will conduct a field reconnaissance and mark the locations of our planned subsurface explorations. As required by law, we will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to drilling. Within areas immediately surrounding the proposed drill locations, we will conduct a geophysical survey (GPR) to map the underground facilities, thereby minimizing any potential risks associated with drilling.



Task 2 – Field Exploration

We propose to explore the site by advancing four (4) Hollow Stemmed Auger (HSA) soil borings. One boring will be advanced to a depth of 50 feet below ground surface (bgs), and three borings will be advanced to a depth of approximately 30 feet (bgs). The borings will be terminated early if refusal is encountered.

The borings will be advanced using a truck-mounted drill-rig equipped with an 8-inch-diameter hollow-stem auger. The upper five feet of all borings will be advanced using a hand auger to minimize the potential for damaging existing underground utilities. The soil boring operations will be observed by a UES Staff Geologist or Staff Engineers who will log the subsurface conditions as encountered.

Drive samples will be collected at approximately 2.5-foot intervals for the first 10 feet and 5 feet thereafter using either a Standard Penetration Test (SPT) sampler or California Modified sampler. Driven and bulk samples from the soil borings will be collected and transported for laboratory observation and testing. We will conduct the drilling and sampling in general accordance with applicable American Society of Testing and Materials (ASTM) standards. It is assumed that no higher than Level D for personal protection equipment will be required (i.e., hard hat, steel-toe boots, eye and hearing protection) during field exploration.

Immediately upon completion of drilling and sampling, the borings will be backfilled with soil cuttings derived from the borings. Any remaining soil will be spread out in existing dirt-covered areas. It is important to note that drumming and disposal of excavated soil cuttings are beyond our scope of services, as presented in this proposal. If necessary, the cuttings can be drummed and left at the site for disposal. If this is necessary, UES will need to provide the owner with an adjusted field exploration cost estimate to include drumming of the cuttings and backfilling the boreholes with bentonite chips/grout.

Borings made through asphalt/concrete will be patched with the Department of Transportation approved patching material.

Task 3 – Percolation Testing

We propose to drill three (3) borings to approximately 5 feet bgs. After excavating the borings to approximately 12 inches below the proposed elevation of the infiltration system, we will install a 2- to 4-inch-diameter perforated PVC pipe, pre-soak the test holes, and perform the percolation testing according to *Administrative Manual Count of Los Angeles*. Immediately upon completion of the percolation testing, the holes will be backfilled with soil from cuttings.

Task 4 – Laboratory Testing

Samples obtained from the exploratory borings will be transported to UES for observation and testing. Laboratory tests will be performed on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subsurface soils. The laboratory tests may include the following, but are not limited to:



- In-Situ Moisture and Density;
- Grain-Size Distribution for Soil Classification
- Atterberg Limits;
- #200 Wash;
- Direct shear;
- Consolidation testing;
- Expansion index testing;
- Corrosivity testing (pH, Sulfate, Chloride & Electrical Resistivity); and
- Maximum Dry Density-Optimum Moisture Content.

The exact quantities and types of tests will depend on the material types encountered during the subsurface exploration. For the purposes of this proposal, we have estimated a laboratory testing budget based on our experience with similar projects.

Task 5 – Geotechnical Engineering Analyses

The results of our field exploration and geotechnical laboratory tests will be evaluated, and engineering analyses will be performed in order to provide geotechnical recommendations for the design and construction of the proposed project. Based on our experience with similar projects, at a minimum, the following engineering analyses will be performed for the proposed project:

- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site;
- Evaluation of current and historical groundwater conditions at the site and potential impact on design and construction;
- Site geology and geologic hazards, including site seismicity, liquefaction and seismic settlement potential, and preliminary recommendations for appropriate mitigation measures, if necessary;
- Evaluation of the feasibility of using on-site soils for foundation and fill support;
- Minimum geotechnical requirements for imported fill;
- Evaluation of expansion potential and, if needed, recommendations to mitigate the potential impact of expansive soil conditions on the proposed project;
- Evaluation of the corrosion potential of near-surface on-site soils;
- Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage;
- Recommendations for suitable building foundation systems, and provision of allowable bearing capacities, associated settlement estimates, and lateral pressures, and resistances;
- Recommendations for lateral soil pressures and incremental seismic pressures for the design of retaining walls
- Recommendations for utility trenches;
- Recommendations for slab-on-grade floors, including subgrade preparation and modulus of subgrade reaction; and
- Recommendations for pavement structural section.



Task 6 – Geotechnical Engineering Report

After the field exploration and laboratory testing programs and the analyses are complete, a professional report will be prepared to summarize the data collected and present our findings, conclusions, and geotechnical recommendations for the design and construction of the proposed project. The report will include the following:

- Vicinity map and site plan showing the approximate boring locations;
- Logs of borings, including approximate elevations;
- Soil classification of the soil materials encountered in accordance with the Unified Soil Classification System (USCS) for borings;
- Review/summary of field and laboratory test procedures and data;
- Discussion of general site conditions;
- Discussion of general subsurface conditions as encountered in field exploration, including the depth to groundwater, if encountered;
- Geologic and seismic conditions.
- Evaluation of the settlement at the site due to seismic events;
- Recommendations for site preparation, earthwork, temporary slope inclinations, fill placement, and compaction specifications;
- Recommendations for foundation design, including allowable bearing pressures, embedment depths, etc., under various loading conditions, and discussion of potential foundation alternatives, if needed;
- Anticipated total and differential settlements based on loading provided by the structural engineer;
- Recommendations for seismic design parameters in accordance with Chapter 16A of the 2019 CBC and ASCE 7-16; and Preliminary evaluation of the corrosion potential of the on-site soils.

A preliminary report of recommendations will be provided for review. Upon any comments or revisions, a final report will be provided, signed, and stamped by a licensed California Geotechnical Engineer.

Task 7 – Post-Report Technical Consultation and Meetings

Upon submission of the report to the design team, we propose to be available for post-report consultation. We will be available for Anticipate 3 virtual meetings (Teams or Zoom, each meeting about 1 hour long) with the district and their designated reviewing team during the course of the project, as well as responding to discuss design-related questions or concerns with our geotechnical recommendations.

UES will provide a thorough review of the project's structural and civil plans to ensure the geotechnical recommendations are properly incorporated into the design. UES will provide a review of the earthwork specifications and any other foundation/geotechnical engineering-related project specifications.



Construction Materials Testing & Inspection Services Proposal

Proposal No. 5030.1023.00002

October 23, 2023

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ASSUMPTIONS

We assume that by authorizing our services, we have permission to be on the site. It is our understanding that our field representatives will first need to be cleared/badged to access the site. In addition, we assume that the site is accessible to a truck-mounted drill rig. If the site is not accessible, you will be notified, and a new scope of work and fee may be required. This proposal also assumes that no refuse will be encountered during our exploration. If refuse is encountered, the boring will be immediately terminated, and you will be contacted for further instructions, including evaluation of environmental conditions and the disposal of waste materials. In the event that such material is suspected, the district shall be notified immediately for direction before proceeding with any out-of-scope services.

Furthermore, the scope of work does not include any services in connection with the discovery of potential contamination during drilling and sampling operations, and finally, construction observation and testing services are not included.

COST OF SERVICES

The fee for our services, including all fieldwork, laboratory testing, engineering analysis, and report preparation, is outlined in the Cost Estimate Summary Table below. The rates are based on prevailing wage rates.

COST ESTIMATE SUMMARY	
Tasks	Cost
Task 1 – Field Exploration Planning	\$2,000
Task 2 – Field Exploration	\$5,800
Task 3 – Percolation Testing	\$1,000
Task 4 – Laboratory Testing	\$2,000
Task 5 – Geotechnical Engineering Analyses	\$1,650
Task 6 – Geotechnical Engineering Report	\$1,650
Task 7 – Post-Report Technical Consultation and Meetings	\$0.00
Total	\$14,100

Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. If any additional services are required beyond the scope of services outlined in this proposal, our services would be charged on a time and materials basis at our standard unit rates.



Construction Materials Testing & Inspection Services Proposal

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SCHEDULE OF FEES

The above-estimated fees do not include additional requested services performed after issuing the report. These services include but are not limited to, additional plan reviews, additional addendums to the report due to modifications of the proposed improvements, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. UES considers this proposal and the rates provided below valid for the duration of the project.

Principal Engineer	\$190.00/hour
Senior Engineer/Geologist	\$170.00/hour
Project Engineer/Geologist	\$140.00/hour
Staff Engineer/Geologist	\$140.00/hour
Administrative Assistant	\$70.00/hour

SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. We have provided a project schedule for this scope of work:

Project Tasks		UES Schedule
Tasks		Duration
Task 1	Client issues Notice to Proceed	Project Start
Task 2	Existing available info review, field reconnaissance and permit application work, underground utilities search and marking, and establishing a schedule for field borings.	Within 1 Week of Task 1
Task 3	The fieldwork is anticipated to take two days to complete.	Within 1 Week of Task 1
Task 4	Draft report submittal to Client.	Within 2 Weeks of Task 3
Task 5	Review of Draft Report by (Architect, Civil Engineer, and Structural Engineer).	Within 1 Week of Task 4
Task 6	Final report submittal to Client.	Within 72 Hours of Task 5

**Construction Materials Testing & Inspection Services Proposal**

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CLOSURE

This proposal is valid for six months. If the client does not accept this proposal or UES does not initiate services within that time period, the client must give UES an opportunity to re-review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review.

We appreciate the opportunity to submit this proposal. Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Sincerely,
Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager - Oxnard

Attachments: Project Data Sheet
Terms and Conditions

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

**Approval of Agreement #23-194 with Universal Engineering Sciences to provide Geotechnical 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 October 2023, a proposal request was distributed inviting the District's prequalified pool of geotechnical engineering firms to submit proposals. Two firms submitted proposals and all proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: November 20, 2023 through January 31, 2024

FISCAL IMPACT:

\$20,100.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-194 with Universal Engineering Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-194, Universal Engineering Sciences \(15 Pages\)](#)
[Proposal \(9 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

- 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 accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20 23

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: _____

TAB 6 - FEE PROPOSAL

**Universal Engineering Sciences (UES)**

2400 Celsius Avenue, Suite J

Oxnard, CA 93030

P: (805) 486-6475 | TeamUES.com

Proposal No. 5030.1023.00003

October 23, 2023

Mr. Gerald Schober
Program Manager
Caldwell Flores Winter, Inc.
521 N. 1st Avenue
Arcadia, CA 91006
(626) 829-8323
gschober@cfwinc.com

Re: Proposal for Geotechnical and Geological Evaluation Services

Fremont Middle School
1130 North M Street,
Oxnard, CA 93030

As requested, Universal Engineering Sciences (UES) is pleased to present this proposal to provide a geotechnical exploration for the referenced project. The purpose of our services will be to evaluate subsurface conditions at the site and provide geotechnical recommendations for the design and construction of the subject project. This letter describes our understanding of the project, our scope of services, schedule, and fees.

Our proposal is based on your Request for Qualifications and Proposals, dated October 17, 2023. As part of our due diligence for this proposal, our Principal Engineer visited the site to verify drill rig access and to assess topographic and surface conditions.

UES geotechnical investigation will be performed in conformance with the requirements of ASCE 7-16, the 2022 California Building Code (CBC), and the requirements of the Division of the State Architect (DSA). It is our understanding that this report will be reviewed by the California Geological Survey (CGS) and, therefore, will be prepared in accordance with note 48.

The objectives of this study will be to evaluate the subsurface and geohazard conditions of the site and to provide geotechnical recommendations for the design and construction of the proposed improvements, including recommendations for foundations and earthwork.

SITE LOCATION AND DESCRIPTION

Based on an aerial reconnaissance, the site is located North of M Street and H Street and bounded by Devonshire Drive and Residential Development to the South. The site is currently occupied by existing buildings. The site is relatively flat at an elevation of 50 feet above sea level.



PROJECT INFORMATION

Based on the information provided in the RFQ, the proposed construction will 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, an academy room, and three dedicated special education rooms, all of 960 SF. In addition, four science and art labs of 1,200 SF each and a band/orchestra room of 1,500 SF would be constructed. Teaching support spaces of 1,980 SF, administrative space of 3,405 SF, and library facilities of 2,000 SF would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 SF, a lunch shelter of 2,800 SF, 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 play fields. An allowance for offsite improvements is also provided.

Should any of the above information be inconsistent with your objectives, please contact UES immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Task 1 – Field Exploration Planning
- Task 2 – Field Exploration
- Task 3 – Percolation Testing
- Task 4 – Laboratory Testing
- Task 5 – Geotechnical Engineering Analyses
- Task 6 – Geotechnical Engineering Report
- Task 7 – Post-Report Technical Consultation and Meetings

The remainder of this section provides a description of each of the above tasks and our approach to completing the tasks.

Task 1 – Field Exploration Planning

We will review available geotechnical investigation reports for the site vicinity and any other geotechnical reports for the project site. We will also review available published and unpublished geologic literature contained in our files, including publications prepared by the California Geological Survey (CGS) and the United States Geological Survey (USGS).

Before starting our exploration program, we will conduct a field reconnaissance and mark the locations of our planned subsurface explorations. As required by law, we will notify Underground



Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to drilling. Within areas immediately surrounding the proposed drill locations, we will conduct a geophysical survey (GPR) to map the underground facilities, thereby minimizing any potential risks associated with drilling.

Task 2 – Field Exploration

We propose to explore the site by advancing eight (8) Hollow Stemmed Auger (HSA) soil borings. Four borings will be advanced to a depth of 50 feet below ground surface (bgs), and four borings will be advanced to a depth of approximately 30 feet (bgs). The borings will be terminated early if refusal is encountered.

The borings will be advanced using a truck-mounted drill-rig equipped with an 8-inch-diameter hollow-stem auger. The upper five feet of all borings will be advanced using a hand auger to minimize the potential for damaging existing underground utilities. The soil boring operations will be observed by a UES Staff Geologist or Staff Engineers who will log the subsurface conditions as encountered.

Drive samples will be collected at approximately 2.5-foot intervals for the first 10 feet and 5 feet thereafter using either a Standard Penetration Test (SPT) sampler or California Modified sampler. Driven and bulk samples from the soil borings will be collected and transported for laboratory observation and testing. We will conduct the drilling and sampling in general accordance with applicable American Society of Testing and Materials (ASTM) standards. It is assumed that no higher than Level D for personal protection equipment will be required (i.e., hard hat, steel-toe boots, eye and hearing protection) during field exploration.

Immediately upon completion of drilling and sampling, the borings will be backfilled with soil cuttings derived from the borings. Any remaining soil will be spread out in existing dirt-covered areas. It is important to note that drumming and disposal of excavated soil cuttings are beyond our scope of services, as presented in this proposal. If necessary, the cuttings can be drummed and left at the site for disposal. If this is necessary, UES will need to provide the owner with an adjusted field exploration cost estimate to include drumming the cuttings and backfilling the boreholes with bentonite chips/grout.

Borings made through asphalt/concrete will be patched with the Department of transportation approved patching material.

Task 3 – Percolation Testing

We propose to drill three (3) borings to approximately 5 feet bgs. After excavating the borings to approximately 12 inches below the proposed elevation of the infiltration system, we will install a 2- to 4-inch-diameter perforated PVC pipe, pre-soak the test holes, and perform the percolation testing according to *Administrative Manual Count of Los Angeles*. Immediately upon completion of the percolation testing, the holes will be backfilled with soil from cuttings.



Task 4 – Laboratory Testing

Samples obtained from the exploratory borings will be transported to UES for observation and testing. Laboratory tests will be performed on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subsurface soils. The laboratory tests may include the following but not limited to:

- In-Situ Moisture and Density;
- Grain-Size Distribution for Soil Classification
- Atterberg Limits;
- #200 Wash;
- Direct shear;
- Consolidation testing;
- Expansion index testing;
- Corrosivity testing (pH, Sulfate, Chloride & Electrical Resistivity); and
- Maximum Dry Density-Optimum Moisture Content.

The exact quantities and types of tests will depend on the material types encountered during the subsurface exploration. For the purposes of this proposal, we have estimated a laboratory testing budget based on our experience with similar projects.

Task 5 – Geotechnical Engineering Analyses

The results of our field exploration and geotechnical laboratory tests will be evaluated, and engineering analyses will be performed in order to provide geotechnical recommendations for the design and construction of the proposed project. Based on our experience with similar projects, at a minimum, the following engineering analyses will be performed for the proposed project:

- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site;
- Evaluation of current and historical groundwater conditions at the site and potential impact on design and construction;
- Site geology and geologic hazards, including site seismicity, liquefaction and seismic settlement potential, and preliminary recommendations for appropriate mitigation measures, if necessary;
- Evaluation of the feasibility of using on-site soils for foundation and fill support;
- Minimum geotechnical requirements for imported fill;
- Evaluation of expansion potential and, if needed, recommendations to mitigate the potential impact of expansive soil conditions on the proposed project;
- Evaluation of the corrosion potential of near-surface on-site soils;
- Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage;
- Recommendations for suitable building foundation systems and provision of allowable bearing capacities, associated settlement estimates, lateral pressures, and resistances;



- Recommendations for lateral soil pressures and incremental seismic pressures for the design of retaining walls
- Recommendations for utility trenches;
- Recommendations for slab-on-grade floors, including subgrade preparation and modulus of subgrade reaction; and
- Recommendations for pavement structural section.

Task 6 – Geotechnical Engineering Report

After the field exploration and laboratory testing programs and the analyses are complete, a professional report will be prepared to summarize the data collected and present our findings, conclusions, and geotechnical recommendations for the design and construction of the proposed project. The report will include the following:

- Vicinity map and site plan showing the approximate boring locations;
- Logs of borings, including approximate elevations;
- Soil classification of the soil materials encountered in accordance with the Unified Soil Classification System (USCS) for borings;
- Review/summary of field and laboratory test procedures and data;
- Discussion of general site conditions;
- Discussion of general subsurface conditions as encountered in field exploration, including the depth to groundwater, if encountered;
- Geologic and seismic conditions.
- Evaluation of the settlement at the site due to seismic events;
- Recommendations for site preparation, earthwork, temporary slope inclinations, fill placement, and compaction specifications;
- Recommendations for foundation design, including allowable bearing pressures, embedment depths, etc., under various loading conditions, and discussion of potential foundation alternatives, if needed;
- Anticipated total and differential settlements based on loading provided by the structural engineer;
- Recommendations for seismic design parameters in accordance with Chapter 16A of the 2019 CBC and ASCE 7-16; and
- Preliminary evaluation of the corrosion potential of the on-site soils.

A preliminary report of recommendations will be provided for review. Upon any comments or revisions, a final report will be provided, signed, and stamped by a licensed California Geotechnical Engineer.

Task 7 – Post-Report Technical Consultation and Meetings

Upon submission of the report to the design team, we propose to be available for post-report consultation. We will be available for the anticipated three virtual meetings (Teams or Zoom, each meeting about 1 hour long) with the district and their designated reviewing team during the course of the project, as well as responding to discuss design-related questions or concerns with our geotechnical recommendations.



Construction Materials Testing & Inspection Services Proposal

Proposal No. 5030.1023.00003

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UES will provide a thorough review of the project's structural and civil plans to ensure the geotechnical recommendations are properly incorporated into the design. UES will provide a review of the earthwork specifications and any other foundation/geotechnical engineering-related project specifications.

ASSUMPTIONS

We assume that by authorizing our services, we have permission to be on the site. It is our understanding that our field representatives will first need to be cleared/badged to access the site. In addition, we assume that the site is accessible to a truck-mounted drill rig. If the site is not accessible, you will be notified, and a new scope of work and fee may be required. This proposal also assumes that no refuse will be encountered during our exploration. If refuse is encountered, the boring will be immediately terminated, and you will be contacted for further instructions, including evaluation of environmental conditions and the disposal of waste materials. In the event that such material is suspected, the district shall be notified immediately for direction before proceeding with any out-of-scope services.

Furthermore, the scope of work does not include any services in connection with the discovery of potential contamination during drilling and sampling operations, and finally, construction observation and testing services are not included.

COST OF SERVICES

The fee for our services, including all fieldwork, laboratory testing, engineering analysis, and report preparation, is outlined in the Cost Estimate Summary Table below. The rates are based on prevailing wage rates.

COST ESTIMATE SUMMARY	
Tasks	Cost
Task 1 – Field Exploration Planning	\$1,900
Task 2 – Field Exploration	\$10,000
Task 3 – Percolation Testing	\$1,000
Task 4 – Laboratory Testing	\$3,600
Task 5 – Geotechnical Engineering Analyses	\$1,800
Task 6 – Geotechnical Engineering Report	\$1,800
Task 7 – Post-Report Technical Consultation and Meetings	\$0.00
Total	\$20,100



Construction Materials Testing & Inspection Services Proposal

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Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. If any additional services are required beyond the scope of services outlined in this proposal, our services would be charged on a time and materials basis at our standard unit rates.

SCHEDULE OF FEES

The above-estimated fees do not include additional requested services performed after issuing the report. These services include but are not limited to, additional plan reviews, additional addendums to the report due to modifications of the proposed improvements, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. UES considers this proposal and the rates provided below valid for the duration of the project.

Principal Engineer	\$190.00/hour
Senior Engineer/Geologist	\$170.00/hour
Project Engineer/Geologist	\$140.00/hour
Staff Engineer/Geologist	\$140.00/hour
Administrative Assistant	\$70.00/hour

SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. We have provided a project schedule for this scope of work:

Project Tasks		UES Schedule
Tasks		Duration
Task 1	Client issues Notice to Proceed	Project Start
Task 2	Existing available info review, field reconnaissance and permit application work, underground utilities search and marking, and establishing a schedules for field borings.	Within 1 Week of Task 1
Task 3	The fieldwork is anticipated to take two days to complete.	Within 1 Week of Task 1
Task 4	Draft report submittal to Client.	Within 2 Weeks of Task 3
Task 5	Review of Draft Report by (Architect, Civil Engineer, and Structural Engineer).	Within 1 Week of Task 4
Task 6	Final report submittal to Client.	Within 72 Hours of Task 5

**Construction Materials Testing & Inspection Services Proposal**

Proposal No. 5030.1023.00003

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CLOSURE

This proposal is valid for six months. If the client does not accept this proposal or UES does not initiate services within that time period, the client must give UES an opportunity to re-review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review.

We appreciate the opportunity to submit this proposal. Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Sincerely,
Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager - Oxnard

Attachments: Project Data Sheet
Terms and Conditions

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-195 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

The Marina West Elementary School ECDC Project consists of construction of 10 new modular classrooms to support full-day preschool (PS), transitional kindergarten (TK) or kindergarten (K) instruction. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus.

In October 2023, a proposal request was distributed inviting the District's prequalified pool of geotechnical engineering firms to submit proposals. Three firms submitted proposals and all proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project.

Term of Agreement: November 20, 2023 through January 31, 2024

FISCAL IMPACT:

\$19,800.00 to be funded by the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #23-195 with Universal Engineering Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-195, Universal Engineering Sciences \(15 Pages\)](#)
[Proposal \(9 Pages\)](#)



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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

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

	Each Occurrence	Aggregate
<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 accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20 23

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: _____

TAB 6 - FEE PROPOSAL

**Universal Engineering Sciences (UES)**

2400 Celsius Avenue, Suite J

Oxnard, CA 93030

P: (805) 486-6475 | TeamUES.com

Proposal No. 5030.1023.00001

October 16, 2023

Mr. Michael Brewer
Program Manager
Caldwell Flores Winter, Inc.
521 N. 1st Avenue
Arcadia, CA 91006
(626) 829-8323
mbrewer@cfwinc.com

Re: Proposal for Geotechnical and Geological Evaluation Services

Marina West Elementary School
2501 Carob Street
Oxnard, CA 93035

As requested, Universal Engineering Sciences (UES) is pleased to present this proposal to provide a geotechnical exploration for the referenced project. The purpose of our services will be to evaluate subsurface conditions at the site and provide geotechnical recommendations for the design and construction of the subject project. This letter describes our understanding of the project, our scope of services, schedule, and fees.

Our proposal is based on your Request for Qualifications and Proposals, dated October 04, 2023. As part of our due diligence for this proposal, our Principal Engineer visited the site to verify drill rig access and to assess topographic and surface conditions.

UES geotechnical investigation will be performed in conformance with the requirements of ASCE 7-16, the 2022 California Building Code (CBC), and the requirements of the Division of the State Architect (DSA). It is our understanding that this report will be reviewed by the California Geological Survey (CGS) and, therefore, will be prepared in accordance with note 48.

The objectives of this study will be to evaluate the subsurface and geohazard conditions of the site and to provide geotechnical recommendations for the design and construction of the proposed improvements, including recommendations for foundations and earthwork.

SITE LOCATION AND DESCRIPTION

Based on an aerial reconnaissance, the site is located directly north of Carob Street and bounded by Elsinore Avenue to the West and McLoughlin Avenue to the East. The site is currently occupied by existing buildings. The site is relatively flat at an elevation of 17 feet above sea level.



PROJECT INFORMATION

Based on the information provided in the RFQ, the proposed construction will consist of the addition of (10) new modular classrooms.

Should any of the above information be inconsistent with your objectives, please contact UES immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Task 1 – Field Exploration Planning
- Task 2 – Field Exploration
- Task 3 – Percolation Testing
- Task 3 – Laboratory Testing
- Task 4 – Geotechnical Engineering Analyses
- Task 5 – Geotechnical Engineering Report
- Task 6 – Post-Report Technical Consultation and Meetings

The remainder of this section provides a description of each of the above tasks and our approach to completing the tasks.

Task 1 – Field Exploration Planning

We will review available geotechnical investigation reports for the site vicinity and any other geotechnical reports for the project site. We will also review available published and unpublished geologic literature contained in our files, including publications prepared by the California Geological Survey (CGS) and the United States Geological Survey (USGS).

Before starting our exploration program, we will conduct a field reconnaissance and mark the locations of our planned subsurface explorations. As required by law, we will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to drilling. Within areas immediately surrounding the proposed drill locations, we will conduct a geophysical survey (GPR) to map the underground facilities, thereby minimizing any potential risks associated with drilling.

Task 2 – Field Exploration

We propose to explore the site by advancing six (6) Hollow Stemmed Auger (HSA) soil borings. Two borings will be advanced to a depth of 50 feet below ground surface (bgs), and four borings will be advanced to a depth of approximately 30 feet (bgs). The borings will be terminated early if refusal is encountered.

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The borings will be advanced using a truck-mounted drill rig equipped with an 8-inch-diameter hollow-stem auger. The upper five feet of all borings will be advanced using a hand auger to minimize the potential for damaging existing underground utilities. The soil boring operations will be observed by a UES Staff Geologist or Staff Engineers who will log the subsurface conditions as encountered.

Drive samples will be collected at approximately 2.5-foot intervals for the first 10 feet and 5 feet thereafter using either a Standard Penetration Test (SPT) sampler or California Modified sampler. Driven and bulk samples from the soil borings will be collected and transported for laboratory observation and testing. We will conduct the drilling and sampling in general accordance with applicable American Society of Testing and Materials (ASTM) standards. It is assumed that no higher than Level D for personal protection equipment will be required (i.e., hard hat, steel-toe boots, eye and hearing protection) during field exploration.

Immediately upon completion of drilling and sampling, the borings will be backfilled with soil cuttings derived from the borings. Any remaining soils will be spread out in existing dirt-covered areas. It is important to note that drumming and disposal of excavated soil cuttings are beyond our scope of services, as presented in this proposal. If necessary, the cuttings can be drummed and left at the site for disposal. If this is necessary, UES will need to provide the owner with an adjusted field exploration cost estimate to include drumming the cuttings and backfilling the boreholes with bentonite chips/grout.

Borings made through asphalt/concrete will be patched with the Department of Transportation approved patching material.

Task 3 – Percolation Testing

We propose to drill three (3) borings to approximately 5 feet bgs. After excavating the borings to approximately 12 inches below the proposed elevation of the infiltration system, we will install a 2- to 4-inch-diameter perforated PVC pipe, pre-soak the test holes, and perform the percolation testing according to *Administrative Manual Count of Los Angeles*. Immediately upon completion of the percolation testing, the holes will be backfilled with soil from cuttings.

Task 4 – Laboratory Testing

Samples obtained from the exploratory borings will be transported to UES for observation and testing. Laboratory tests will be performed on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subsurface soils. The laboratory tests may include the following but not limited to:

- In-Situ Moisture and Density;
- Grain-Size Distribution for Soil Classification
- Atterberg Limits;
- #200 Wash;
- Direct shear;
- Consolidation testing;



- Expansion index testing;
- Corrosivity testing (pH, Sulfate, Chloride & Electrical Resistivity); and
- Maximum Dry Density-Optimum Moisture Content.

The exact quantities and types of tests will depend on the material types encountered during the subsurface exploration. For the purposes of this proposal, we have estimated a laboratory testing budget based on our experience with similar projects.

Task 5 – Geotechnical Engineering Analyses

The results of our field exploration and geotechnical laboratory tests will be evaluated, and engineering analyses will be performed in order to provide geotechnical recommendations for the design and construction of the proposed project. Based on our experience with similar projects, at a minimum, the following engineering analyses will be performed for the proposed project:

- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site;
- Evaluation of current and historical groundwater conditions at the site and potential impact on design and construction;
- Site geology and geologic hazards, including site seismicity, liquefaction and seismic settlement potential, and preliminary recommendations for appropriate mitigation measures, if necessary;
- Evaluation of the feasibility of using on-site soils for foundation and fill support;
- Minimum geotechnical requirements for imported fill;
- Evaluation of expansion potential and, if needed, recommendations to mitigate the potential impact of expansive soil conditions on the proposed project;
- Evaluation of the corrosion potential of near-surface on-site soils;
- Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage;
- Recommendations for suitable building foundation systems and provision of allowable bearing capacities, associated settlement estimates, lateral pressures, and resistances;
- Recommendations for lateral soil pressures and incremental seismic pressure for the design of retaining walls
- Recommendations for utility trenches;
- Recommendations for slab-on-grade floors, including subgrade preparation and modulus of subgrade reaction; and
- Recommendations for pavement structural section.



Task 6 – Geotechnical Engineering Report

After the field exploration and laboratory testing programs and the analyses are complete, a professional report will be prepared to summarize the data collected and present our findings, conclusions, and geotechnical recommendations for the design and construction of the proposed project. The report will include the following:

- Vicinity map and site plan showing the approximate boring locations;
- Logs of borings, including approximate elevations;
- Soil classification of the soil materials encountered in accordance with the Unified Soil Classification System (USCS) for borings;
- Review/summary of field and laboratory test procedures and data;
- Discussion of general site conditions;
- Discussion of general subsurface conditions as encountered in field exploration, including the depth to groundwater, if encountered;
- Geologic and seismic conditions.
- Evaluation of the settlement at the site due to seismic events;
- Recommendations for site preparation, earthwork, temporary slope inclinations, fill placement, and compaction specifications;
- Recommendations for foundation design, including allowable bearing pressures, embedment depths, etc., under various loading conditions, and discussion of potential foundation alternatives, if needed;
- Anticipated total and differential settlements based on loading provided by the structural engineer;
- Recommendations for seismic design parameters in accordance with Chapter 16A of the 2019 CBC and ASCE 7-16; and
- Preliminary evaluation of the corrosion potential of the on-site soils.

A preliminary report of recommendations will be provided for review. Upon any comments or revisions, a final report will be provided, signed, and stamped by a licensed California Geotechnical Engineer.

Task 7 – Post-Report Technical Consultation and Meetings

Upon submission of the report to the design team, we propose to be available for post-report consultation. We will be available for the anticipated three virtual meetings (Teams or Zoom, each meeting about 1 hour long) with the district and their designated reviewing team during the course of the project, as well as responding to discuss design-related questions or concerns with our geotechnical recommendations.

UES will provide a thorough review of the project's structural and civil plans to ensure the geotechnical recommendations are properly incorporated into the design. UES will provide a review of the earthwork specifications and any other foundation/geotechnical engineering-related project specifications.



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ASSUMPTIONS

We assume that by authorizing our services, we have permission to be on the site. It is our understanding that our field representatives will first need to be cleared/badged to access the site. In addition, we assume that the site is accessible to a truck-mounted drill rig. If the site is not accessible, you will be notified, and a new scope of work and fee may be required. This proposal also assumes that no refuse will be encountered during our exploration. If refuse is encountered, the boring will be immediately terminated, and you will be contacted for further instructions, including evaluation of environmental conditions and the disposal of waste materials. In the event that such material is suspected, the district shall be notified immediately for direction before proceeding with any out-of-scope services.

Furthermore, the scope of work does not include any services in connection with the discovery of potential contamination during drilling and sampling operations, and finally, construction observation and testing services are not included.

COST OF SERVICES

The fee for our services, including all fieldwork, laboratory testing, engineering analysis, and report preparation, is outlined in the Cost Estimate Summary Table below. The rates are based on prevailing wage rates.

COST ESTIMATE SUMMARY	
Tasks	Cost
Task 1 – Field Exploration Planning	\$2,000
Task 2 – Field Exploration	\$10,000
Task 3 – Percolation Testing	\$1,000
Task 4 – Laboratory Testing	\$3,500
Task 5 – Geotechnical Engineering Analyses	\$1,650
Task 6 – Geotechnical Engineering Report	\$1,650
Task 7 – Post-Report Technical Consultation and Meetings	\$0.00
Total	\$19,800

Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. If any additional services are required beyond the scope of services outlined in this proposal, our services would be charged on a time and materials basis at our standard unit rates.



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SCHEDULE OF FEES

The above estimated fees do not include additional requested services performed after issuing the report. These services include but are not limited to, additional plan reviews, additional addendums to the report due to modifications of the proposed improvements, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. UES considers this proposal and the rates provided below valid for the duration of the project.

Principal Engineer	\$190.00/hour
Senior Engineer/Geologist	\$170.00/hour
Project Engineer/Geologist	\$140.00/hour
Staff Engineer/Geologist	\$140.00/hour
Administrative Assistant	\$70.00/hour

SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. We have provided a project schedule for this scope of work:

Project Tasks		UES Schedule
Tasks		Duration
Task 1	Client issues Notice to Proceed	Project Start
Task 2	Existing available info review, field reconnaissance and permit application work, underground utilities search and marking, and establishing schedules for field borings.	Within 1 Week of Task 1
Task 3	The fieldwork is anticipated to take two days to complete.	Within 1 Week of Task 1
Task 4	Draft report submittal to Client.	Within 2 Weeks of Task 3
Task 5	Review of Draft Report by (Architect, Civil Engineer, and Structural Engineer).	Within 1 Week of Task 4
Task 6	Final report submittal to Client.	Within 72 Hours of Task 5

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CLOSURE

This proposal is valid for six months. If the client does not accept this proposal or UES does not initiate services within that time period, the client must give UES an opportunity to re-review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review.

We appreciate the opportunity to submit this proposal. Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Sincerely,
Universal Engineering Sciences



Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California



Jorge Nieto
Branch Manager - Oxnard

Attachments: Project Data Sheet
Terms and Conditions

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract Agreement #23-196 – Santa Barbara & Ventura County Overhead Door (Mitchell/Miller)

Santa Barbara & Ventura County Overhead Door will remove and replace the fire curtains (roll-ups) located in the front office of McAuliffe School.

Term of Agreement: November 16, 2023 through February 2, 2024

FISCAL IMPACT:

\$24,990.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-196 with Santa Barbara & Ventura County Overhead Door, in the amount of \$24,990.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract Agreement #23-196, Santa Barbara & Ventura County Overhead Door \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



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.

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]**

	Each Occurrence	Aggregate
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 to m6lopez@oxnardsd.org and accountspayable@oxnardsd.org. Net 30 terms.

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: _____



Commercial | Residential | Service | Installation

511 East Gutierrez Street
Santa Barbara, CA 93103

805.963.4410

License# 913513 - www.sbohhd.com

1151 Callens Road
Ventura, CA 93003

805.339.0103

License# 734650 - www.vcohd.com




Estimate

ESTIMATE #	10855
DATE	08/30/2023
REP	Dustin

CUSTOMER
<p>Oxnard School Dist. Efren Chavez 1055 South A Street Oxnard, CA, 93030 (805) 385-1514 (2513) e2chavez@oxnardsd.org</p>

SERVICE LOCATION
<p>Oxnard School Dist. Mc Aulliffe Elementary School 3300 Via Marina Avenue Oxnard, CA, 93035</p>

Stainless

Description	Qty	Rate	Tax	Total
<p>Furnish and Install: Includes Prevailing Wage Rates Lead Time Is Approx. Thirty Working Days - Excludes Weekends</p>	1.00	\$24,990.00	\$0.00	\$24,990.00
 <p>Raynor Fire Curtain Counter Shutter Size - 4'8" X 4'8" Slat Gauge -22 #4 Slat Shape - Flat Slat Color - Stainless Interior Mount - Wood Steel Wall Angle With Mill Finish Stainless Steel Guides Header and Jamb Brush Seal Bottom Bar Weather Seal 10,000 Spring Cycle Liferush Seal Bottom Bar Weather Seal Left/ Right Reduced Drive Chain Hoist 10,000 Spring Cycle Life</p>	2.00	\$0.00	\$0.00	\$0.00
<p>Raynor FSEP211 Fire Hoist Operator (Fire Alarm Connected)</p>	2.00	\$0.00	\$0.00	\$0.00



Redundant Fusible Link
 Connects To The Fire Alarm System - Dry
 Normally Open Contact - Wiring and
 Connection To Fire Alarm By Others
 1/2 HP
 Solid State
 115v
 Single Phase

<p>Hook up Operator to Alarm System and Coordinate Drop Test with Alarm Company Install 2 Normally Open Dry Contacts Install Wiring from Operator to Alarm Drop Test</p>	1.00	\$0.00	\$0.00	\$0.00
<p>PKG Price includes Materials, Tax, and Installation Remove and Haul Away Old Door</p>	1.00	\$0.00	\$0.00	\$0.00

Total: \$24,990.00

**TERMS :
 NET 30 DAYS
 ESTIMATE IS VALID FOR 30 DAYS ONLY.**

Arbitration - Any controversy arising out of the construction of the project referred to in this contract regarding the interpretation of this contract or any subcontractor is subject to arbitration. The Owner, contractor, and all subcontractors are bound, each to the other by this arbitration clause. The arbitrator is empowered to decide the controversy in accordance with the evidence.

Attorney Fees - If any litigation is filed or instituted to enforce this contract or any term or provision herein, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and actual court costs.

Right to Stop Work - Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement, contractor may keep the job idle until all payments due are received.

Taxes, Assessments, Permits - Customer is responsible for requesting any permits required. All taxes, assessments, permit, and inspection fees will be paid by the Owner. Owner to carry fire and other necessary insurances regarding property. Overhead door carries standard liability and workers compensation insurance as required by California State Contractors Board. No demolition is included unless specifically noted on Proposal.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors State License Board, 9821 Business Park Drive, Sacramento, CA, 95827.

NOTICE TO OWNER USING GENERAL CONTRACTORS (Section 7109 Contractor's License Law)

Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by court office and proceeds of the sale used to satisfy your ineptness. This can happen even if you have paid your contractor in full if subcontractor, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property is 90 days after the completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your Contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help ensure that all person's due payment are actually paid.
4. After making payment on any completed phase of this project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important but may not be as complete. TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS OR LABORERS HAVE SIGNED THEIR RELEASE.

Important Safety Notices

Your garage door is constructed of high-quality components to provide years of continued service. Since it is a large moving object, yearly maintenance along with the precautionary directions listed below should be observed to insure safe and reliable operation.

1. Operate door only when properly adjusted and free of obstruction
2. BE AWARE! Door is constantly under extreme spring tension. Repairs and adjustments, especially to cables and spring assembly, should only be performed by qualified garage door service technicians
3. Do not permit children to play with garage door or electric remote controls
4. If door is now manually operated, and later becomes motorized, the pull-down rope and locking mechanism must be removed
5. Avoid standing in open doorway or walking through doorway while electrically operated door is moving
6. If the door becomes hard to operate or becomes completely inoperable, contact our 24-hour service line on 805 339-0103
7. Never manually lift the door by placing your hand in between sections, always use the pull rope or up handles provided

The foregoing safety directions have been approved and recommended by the National Association of Garage Door Manufacturers (NAGDM) and the California Operator and Door Association (CODA).

Cancellation

You, the buyer, may cancel the transaction at any time prior to midnight of the third business day after the date of this transaction. To cancel this transaction, mail or deliver a signed and dated letter of cancellation to: The Willis Corp., 1151 Callens Road, Ventura, CA, 93003

I have read and understand the work proposed and the terms and conditions of this agreement and wish to proceed with estimate 10855.

Date	Signature	Printed Name
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 15, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-130 - Action Preparedness Training (Torres/Magaña)

Glenda C. Mahon of Action Preparedness Training will provide CPR/AED training and First Aid training to Campus Assistants and Volunteer coaches during the 2023-2024 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

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

FISCAL IMPACT:

Not to exceed \$7,000.00 – Safety Credits

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-130 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-130, Action Preparedness Training \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



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

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2023-2024

March 25, 2023

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A.) As needed during the 2023-2024 school year,
- B.) Cost (lump sum or hourly not to exceed-) \$62
per OSD staff member

Glenda Mahon-EMT
Owner

[805] 340-6333

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-140 – ProCare Therapy (DeGenna/Jefferson)

ProCare Therapy will provide supplemental staffing to the Oxnard School District on an “as needed” basis. ProCare Therapy will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

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

FISCAL IMPACT:

Not to exceed \$280,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-140 with ProCare Therapy.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-140, ProCare Therapy \(15 Pages\)](#)
[Amendment \(1 Page\)](#)
[Rate Sheet \(1 Page\)](#)



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 30 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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

	Each Occurrence	Aggregate
<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.

SEE ATTACHED AMENDMENT

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:

Submit invoices monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org, Net 30 terms

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: _____

AMENDMENT TO AGREEMENT #23-140

The following two paragraphs are hereby incorporated as follows:

- 1) Neither Party shall be liable to the other for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. Neither recovery of the fees and billings due under this agreement, nor recovery of any and all costs (including but not limited to attorney’s fees and costs) incurred by District to cure a Provider default, if any, or to replace Provider following any such default, are limited by this provision.

- 2) Non-Solicitation of Employees. The Parties agree that during the Term and for a period of 12-months following the termination or expiration of this Agreement, they will not directly or indirectly solicit, recruit, or attempt to recruit the other Party’s employees. For the purposes of this clause, a general advertisement, notice, publication, or distribution of a job listing or opening availability via any means, including on the internet, shall not be construed as a solicitation or recruitment, and the hiring of any person who freely responds shall not be a breach of this clause.

Oxnard School District:

ProCare Therapy:

Signature

Signature

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

Typed Name/Title

Date

Date

Hourly Fee Structure

2023-2024 School Year – ProCare Therapy and Oxnard SD

SERVICE OFFERING	HOURLY RATE
○ Speech Language Pathologists	\$98.00 - \$125.00 per hour
○ Speech Language Pathologists Assistant	\$80.00 - \$88.00 per hour
○ Social Workers	\$85.00 - \$95.00 per hour
○ LMFT	\$85.00 - \$95.00 per hour
○ Occupational Therapists	\$98.00 - \$125.00 per hour
○ Occupational Therapists Assistant	\$80.00 - \$88.00 per hour
○ Behavior Specialists	\$70.00 - \$80.00 per hour- ABA Therapist or RBT \$98.00 - \$110.00 per hour - BCBA
○ Physical Therapists	\$98.00 - \$125.00 per hour
○ Physical Therapists Assistant	\$80.00 - \$88.00 per hour
○ Sign Language Interpreters	\$80.00 - \$88.00 per hour
○ Registered Nurses	\$88.00 - \$97.00 per hour
○ School Psychologists	\$105.00 - \$120.00 per hour
○ Licensed Vocational Nurses	\$75.00 - \$85.00 per hour
○ Teachers of the Visually Impaired	\$96.00 - \$102.00 per hour
○ Counselors	\$84.00 - \$90.00 per hour
○ Adaptive Physical Education Teachers	\$96.00 - \$102.00 per hour
○ Music Therapists	\$82.00 - \$87.00 per hour
○ Deaf and Hard of Hearing Teachers	\$96.00 - \$102.00 per hour
Paraprofessional or Teacher Aide	\$65.00 - \$67.00 per hour

ProCare Therapy

300 Galleria Parkway, Atlanta, GA 30339

678.820.4406 office • 800.510.5033 fax

www.procaretherapy.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-157 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)

The California Afterschool Program will provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School District. Their work will be focused on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements.

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

FISCAL IMPACT:

Not to Exceed \$50,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-157 with Foundation for California Community Colleges/California Afterschool Network.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-157, Foundation for California Community Colleges/California Afterschool Network \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



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:

	Each Occurrence	Aggregate
<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. Net 30 terms.

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: _____



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A
Proposal

Oxnard School District

The California AfterSchool Network is one of the Technical Assistance providers for the California Department of Education’s System of Support for Expanded Learning. The organization has co-created a Technical Assistance and Professional Development strategy that uses influences from CAN’s Network Principles, ASAP Connect’s Quality Technical Assistance Framework and Center for Systems Awareness Compassionate Systems Framework with a lens of equity and justice to support the growth and development of public and private LEAs and organizations to redesign the systems and structures that children and youth and the adults that staff those organizations.

CAN Network Principles

- Mission NOT organization
- Humility NOT Brand
- Constellation NOT Stars
- Trust NOT Control

ASAPConnect Guiding TA Principles	TA Strategies for this Collaboration
1. Be Driven by Program Outcomes	★ Training
2. Promote the Transfer of Learning	★ Coaching
3. Focus on Developing Leadership	★ Consulting
4. Promote Alignment with the School Day	★ Brokering of Resources
5. Be Inclusive	★ Network/Partnership Development

PURPOSE

Participants will continue to build their capacity for justice, racial equity, diversity and inclusion literacy and competencies to ensure that all students and staff experience success in the Oxnard Scholars After School (including all state, federal, and grant-funded programs) programs. Participants will understand that creating an equitable and just program culture for everyone is a long-term commitment and ever-evolving.

OUTCOMES

- Continue to build the capacity of the Site Coordinators' personal mastery through self-awareness, self-management, and self-reflection.
- Build staff capacity in various areas i.e. Continuous Quality Improvement, student and staff engagement, 21st Century Skills, English Learner supports, anchored in the California Expanded Learning Quality Standards.
- Document district and site-level recruitment, retention, and professional development strategies to support program sustainability and expansion while maintaining the quality of the programs.
- Identify and practice explicit partnership development across all interest holders

Contact Person/Information:

Dr. Ginger Shea, Director Enrichment & Special Programs

PROGRAM CAPACITY-BUILDING FRAMEWORKS

Compassionate Systems, Youth Development, SEL Framework, Healing-Centered Engagement

SUMMARY

SEL and Personal Mastery: Who am I, Where do I sit in the larger context and How do I really see the World? This consists of **10** sessions - 4 for Site Coordinators in various positions and 6 for Partner Development.

- CQI/Quality Standards/Equity as a Driver for Quality
- Youth Development
- SEL: Self Awareness/Self Mastery/Relationship Building/Social Awareness/Responsible Decision-Making
- Healing-Centered/Trauma-Informed and Culturally-Responsive Practices
- Network Principles and Collective Impact
- Compassionate Systems to unpack structural and systemic challenges and opportunities to deepen organizational relationships and impact

Strategies of Support

- 10 Training Sessions throughout the school year
- Monthly Personal Mastery Support - based on data from the initial workshops and for Site Coordinators

“Training of Trainers”: work to build the Site Coordinators' skills around facilitation, training, and coaching. This consists of a series of **6** touchpoints embedded in established meetings through a Community of Practice model (in-person and/or virtual) to explore shifting daily practices to be more equitable and culturally responsive.

- 21st Century Skill Building - understanding what they are and how to integrate them into the program
- Project-Based Learning - across grades and subjects
- STEAM opportunities, especially for marginalized communities

Strategies of Support

- Monthly Activities
- Curriculum Exploration

BUDGET

Supplies and Materials, including Youth Development 2.0 Guidebook for each site

Services

- 3 Consultants (depending on the activity)
- 3 site visits
- 10 Workshops - design, development, implementation, and reflection
- 5 Planning and Design Sessions
- Consensus Workshop for Year-End Reflection and Updated Digital Binder for 2023-24 Planning Tool

TOTAL \$75,000 with a 25% discount for continued partnership - **\$50,000**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #23-181 – Our Lady of Guadalupe School (Fox/Thomas)

The Oxnard School District will provide services to Our Lady of Guadalupe School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year.

FISCAL IMPACT:

Title III Allocation to Our Lady of Guadalupe School - \$4,374.00

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #23-181 with Our Lady of Guadalupe School.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-181, Our Lady of Guadalupe School \(2 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

Agreement/Memorandum of Understanding #23-181 Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2023-2024 School Year

Section 1: General

Our Lady of Guadalupe School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2023-2024 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **Our Lady of Guadalupe School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 56 using the tool for identifying EL students. EL students were identified on 10/3/2023.

Based on the number of EL students identified, the school district generated **\$4,374** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of the Our Lady of Guadalupe Parish School Home Language Survey 2023-2024 for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **Our Lady of Guadalupe School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided

(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:

Manipulatives, literature, technological equipment, and training for educators for multilingual support.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities

(In this section, identify how, where, when, and who will provide the services.)

The administrative team will train educators/facilitators to utilize all services during intervention and afterschool programs such as tutoring and extra support. This also includes teachers using this support to assist in multilingual support during core classes.

Teachers at the private school will have the opportunity to attend any scheduled professional development sponsored by the Oxnard School District in the 2023-2024 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **Our Lady of Guadalupe School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For Our Lady of Guadalupe School:

Name: Lionel Garcia

Phone No: 805-483-5116

Signature: _____

Date: _____

Title: Principal

For Oxnard School District:

Name: Lisa A. Franz

Phone No: 805-385-1501

Signature: _____

Date: _____

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #23-182 – St. Anthony’s School (Fox/Thomas)

The Oxnard School District will provide services to St. Anthony’s School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year.

FISCAL IMPACT:

Title III Allocation to St. Anthony’s School - \$3,807.00

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #23-182 with St. Anthony’s School.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-182, St. Anthony's School \(2 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

Agreement/Memorandum of Understanding #23-182 Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2023-2024 School Year

Section 1: General

St. Anthony's School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2023-2024 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **St. Anthony's School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 61 students using the tool for identifying EL students. EL students were identified on October 2, 2023.

Based on the number of EL students identified, the school district generated **\$3,807** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of the English proficiency assessment used for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **St. Anthony's School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided

(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:

We are requesting additional technology programs for our students and Literature books to enhance students' comprehension.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities

(In this section, identify how, where, when, and who will provide the services.)

Primary language literature will be ordered from Scholastics on or before November 15, 2023 and delivered to St. Anthony School.

Teachers at the private school will have the opportunity to attend any scheduled professional development sponsored by the Oxnard School District in the 2023-2024 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **St. Anthony’s School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For St. Anthony’s School:

Name: Deacon Henry Barajas

Phone No: 805-487-5317

Signature: _____

Date: _____

Title: Principal

For Oxnard School District:

Name: Lisa A. Franz

Phone No: 805-385-1501

Signature: _____

Date: _____

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 15, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #23-183 – Santa Clara Elementary School (Fox/Thomas)

The Oxnard School District will provide services to Santa Clara Elementary School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year.

FISCAL IMPACT:

Title III Allocation to Santa Clara Elementary School - \$3,645.00

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Acting Associate Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #23-183 with Santa Clara Elementary School.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-183, Santa Clara Elementary School \(2 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

Agreement/Memorandum of Understanding #23-183 Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2023-2024 School Year

Section 1: General

Santa Clara Elementary School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title III, Part A for the 2023-2024 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **Santa Clara Elementary School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 20 students using the tool for identifying EL students. EL students were identified on October 19, 2023.

Based on the number of EL students identified, the school district generated **\$3,645** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment and an academic assessment for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **Santa Clara Elementary School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided

(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:

Santa Clara Elementary will be seeking supplemental phonics and language acquisition resources in print and digital formats, including books, materials, and software. In addition, we are seeking parent and family engagement activities.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities

(In this section, identify how, where, when, and who will provide the services.)

Santa Clara Elementary School will order primary language literature from Scholastic and delivered to Santa Clara Elementary. These resources will be in use for the 2023-2024 school year.

Teachers at the private school will have the opportunity to attend any scheduled professional development sponsored by the Oxnard School District in the 2023-2024 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **Santa Clara Elementary School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For Santa Clara Elementary School:

Name: Jennifer Lozano

Phone No: 805-483-6935

Signature: _____

Date: _____

Title: Principal

For Oxnard School District:

Name: Lisa A. Franz

Phone No: 805-385-1501

Signature: _____

Date: _____

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement/MOU #23-197 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (Mitchell/Miller)

This agreement establishes the terms between the Oxnard School District and Children and Families First Commission of Ventura County (F5VC) for use of office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026.

Term of Agreement/MOU: July 1, 2023 to June 30, 2026

FISCAL IMPACT:

\$1,800.00 per year paid to Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement/MOU #23-197 with Children and Families First Commission of Ventura County.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-197, Children & Families First Commission of Ventura County \(12 Pages\)](#)

OSD AGREEMENT #23-197

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILDREN AND FAMILIES FIRST
COMMISSION OF VENTURA COUNTY AND THE OXNARD SCHOOL
DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Children and Families First Commission of Ventura County known as First 5 Ventura County (“F5VC” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). First 5 and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two office spaces (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2023 and end on June 30, 2026 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of the last year of the Term requesting extension of the MOU for another three-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two rooms for the sole purpose of operating an early childhood education program (the “Program”) and share the use of the playground and storage areas adjacent to the rooms. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

(c) No reserved parking spaces assigned to Lessee. Lessee’s staff and guests must adhere to parking lot and street parking regulations.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall

keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$150.00, calculated on 200 square feet at \$0.75 per square foot. Rental fees are inclusive of and solely for the reimbursement of the proportional share of utilities, and site maintenance, including custodial services as set forth in Section 6.2. Square feet calculation includes two rooms within the Facility, it does not include the early childhood education room, shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI).

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial service does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or

is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 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 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU 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.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:
Oxnard School District
Facilities Department
1051 S. "A" Street
Oxnard, CA 93030
Attn: Dana Miller, Director of Facilities

Official Notice shall be given to Lessee at the following address:
Ventura County Children and Families First Commission
1363 Donlon St., Suite 10
Ventura, CA 93003
Attn: Petra Puls, Executive Director

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however,

the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) 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 Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60 days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CHILDREN AND FAMILIES FIRST COMMISSION OF VENTURA COUNTY:

By: _____

Name: Petra Puls

Title: Executive Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 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:

- October 18, 2023 Regular Meeting
- November 1, 2023 Regular Meeting
- November 4, 2023 Special 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 October 18 2023 Regular Board Meeting \(10 pages\)](#)
[Minutes November 1 2023 Regular Board Meeting \(11 pages\)](#)
[Minutes November 4 2023 Special Board Meeting \(4 pages\)](#)

*Study Session canceled due to lack of quorum at start of meeting. Regular meeting started at 7:00 p.m.
Closed Session moved to end of meeting.*

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, October 18, 2023

~~5:00 PM – Open Meeting~~

~~5:30 PM – Study Session~~ **CANCELED**

7:00 PM – **Open** 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)

President Robles-Solis called the meeting to order at 7:04 p.m.

Present: Trustees Monica Madrigal Lopez, Jarely Lopez, and Veronica Robles-Solis. 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

Dr. Ana DeGenna, Interim Superintendent, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Item canceled due to lack of quorum for the Preliminary Section of the meeting (5:00 p.m.).

A.4. Presentation by Ritche School

Item canceled due to lack of quorum for the Preliminary Section of the meeting (5:00 p.m.).

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments:

- Item A.2. – Pledge of Allegiance – the Pledge of Allegiance will be led by Dr. Ana DeGenna, Interim Superintendent.
- Item A.3. – District's Mission and Vision Statement PULLED from the agenda as there were no students in attendance
- Item A.4. – Presentation by Ritche School MOVED to a future Board meeting.
- Item A.5. – Adoption of Agenda MOVED to item A.3.
- Item A.6. - Study Session - District Assessments 2023-2024 (Fox/Thomas) MOVED to November 1, 2023 Board meeting.
- Item A.7. – Closed Session/Public Participation/Comment, Item A.8. – Closed Session, Item A.9. – Reconvene to Open Session, and Item A.10. – Report Out of Closed Session – MOVED to after Item G.2. Trustees' Announcements
- Item A.11. – Introduction of Newly Appointed Oxnard School District Administrator MOVED to Item A.4.
- Item C.20. - Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/CFW) needs to be PULLED from the agenda. To be brought back at a future Board meeting.
- Item C.21. - Ratification of Amendment #005 to Agreement #17-49 with Arcadis (IBI

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

October 18, 2023

Group) to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW) needs to be PULLED from the agenda. To be brought back at a future Board meeting.

Motion #23-50 Adoption of Agenda as Amended

Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Adopt as Amended

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.6. Study Session - District Assessments 2023-2024 (Fox/Thomas)

Item moved to November 1, 2023 Board meeting.

A.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

The newly appointed administrator was introduced to the Board of Trustees:

- Cherie Calles, Assistant Principal

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #23-53 Approval of Consent Agenda as Amended

Mover: Jarely Lopez

Secunder: Monica Madrigal Lopez

Moved To: Approve as Amended

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

C.1. Acceptance of Gifts (DeGenna)

As presented.

C.2. Enrollment Report (Mitchell)

As presented.

C.3. Purchase Order/Draft Payment Report #23-03 (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

- C.4. Approval of Out-of-State Conference Attendance (Mitchell/Miller)**
For Ben Tirado, Custodial Services Manager, to attend the International Sanitary Supply Association (ISSA) North America 2023 Trade Show in Las Vegas, Nevada, November 13-16, 2023, in the amount not to exceed \$1,800.00, to be paid out of Routine Restricted Maintenance Funds.
- C.5. Approval of Deductive Change Order #001 to Agreement #22-230 with Enviroplex for the Driffill ECDC Project (Mitchell/Miller/CFW)**
For the Driffill ECDC Project, in the amount of (-\$802,780.00.) to be returned to Master Construct and Implementation Funds.
- C.6. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Mitchell/Nuñez)**
As presented.
- C.7. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)**
As presented.
- C.8. Personnel Actions (Torres/Fuentes)**
As presented.
- C.9. Establishment and Increase of Hours of Positions (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.10. Approval of Amendment #001 to Construction Services Agreement #22-238 and Guaranteed Maximum Price (GMP), Site Lease Agreement #23-167, and Sublease Agreement #23-168 between the Oxnard School District and Viola Inc. to provide Lease-Lease-Back Construction Services for the Driffill Elementary School ECDC Project (Mitchell/Miller/CFW)**
To provide Construction Services related to the Driffill Elementary School ECDC, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code, in the amount of \$3,462,000.00, to be paid out of Master Construct and Implementation Funds.
- C.11. Approval of Agreement #23-122 – Mindset Academy by SWEAT III (Fox/Ordaz)** To provide training on student mindset development, student engagement and emotional intelligence to staff, students, and parents, October 19, 2023 through June 30, 2024, in the amount not to exceed \$50,400.00, to be paid out of Title 1 (\$45,000.00) and Supplemental Concentration Funds.

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

- C.12. Approval of Agreement #23-123 – Mindset Academy by SWEAT III (Fox/Anguiano)**
To facilitate enrichment programs, camp workshops, and provide tools for students, October 19, 2023 through June 30, 2024, in the amount not to exceed \$50,500.00, to be paid out of Title 3 Funds.
- C.13. Approval of Agreement #23-132, Salus Campus Safety Solutions (Fox/Nocero)**
To provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses including San Miguel and James Foster Schools, October 19, 2023 through June 30, 2024, in the amount not to exceed \$90,000.00, to be paid out of Supplemental Concentration Funds.
- C.14. Approval of Agreement #23-141 – Dr. Olvera Psychology, Professional Corporation (DeGenna/Jefferson)**
To provide psychological and educational consulting services for the Special Education Department, October 19, 2023 through June 30, 2024, in the amount not to exceed \$18,000.00, to be paid out of Special Education Funds.
- C.15. Approval of Construction Services Agreement #23-158 with Viola Inc. for Preconstruction Services at the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)**
For Preconstruction Services for the Fremont Middle School Reconstruction Project, in the amount of \$167,970.00, to be paid out of Master Construct and Implementation Funds.
- C.16. Approval of Agreement #23-159 with North American Technical Services, Inc., to Provide In-Plant Inspection Services for the Driffill ECDC Project (Mitchell/Miller/CFW)**
To provide In-Plant Inspection Services for the Driffill ECDC Project, March 8, 2024 through July 8, 2024, in the amount of \$33,000.00, to be paid out of Master Construct and Implementation Funds.
- C.17. Approval of Agreement #23-160 with Flewelling & Moody to Provide Architectural Services for the Marina West ECDC Project (Mitchell/Miller/CFW)**
To provide Architectural Services for the Marina West ECDC Project, in the amount of \$387,000.00 (including reimbursable expenses), to be paid out of Master Construct and Implementation Funds.
- C.18. Approval of Agreement #23-161 with Flewelling & Moody to Provide Architectural Services for the Rose Avenue ECDC Project (Mitchell/Miller/CFW)**
To Provide Architectural Services for the Rose Avenue ECDC Project, in the amount of \$220,000.00 (including reimbursable expenses), to be paid out of Master Construct and Implementation Funds.

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

C.19. Approval of Agreement #23-164 with Universal Engineering Sciences for the Drifill ECDC Project (Mitchell/Miller/CFW)

To provide additional asphalt structural testing for the Drifill ECDC Project, October 25, 2023 through November 25, 2023, in the amount of \$4,000.00, to be paid out of Master Construct and Implementation Funds.

C.20. Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/CFW)

Item was pulled at adoption of agenda.

Section C: RATIFICATION OF AGREEMENTS

C.21. Ratification of Amendment #005 to Agreement #17-49 with Arcadis (IBI Group) to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

Item was pulled at adoption of agenda.

C.22. Ratification of Addendum #1 to Agreement #22-62 – California State University Channel Islands (Torres/Carroll)

To amend verbiage regarding Agency and University Responsibilities, at no additional cost to the original agreement for providing fieldwork experiences to students enrolled in various authorized credential programs for public school service.

C.23. Ratification of Agreement #23-129 - Sunrise Physical Therapy Services Inc. (Torres/Magana)

To provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries during the 2023-2024 school year, July 1, 2023 through June 30, 2024, in the amount not to exceed \$38,160.00, to be paid out of Ergonomic Reimbursables.

C.24. Ratification of Agreement #23-162 – Art Trek, Inc. (Fox/Blevins)

To provide art lessons to students, September 13, 2023 through June 30, 2024, in the amount not to exceed \$8,075.00, to be paid out of Title 1 Funds.

C.25. Ratification of Agreement/MOU #23-163 with Ventura County Office of Education for Middle School Wellness Centers Expansion (Fox/Nocero)

To provide support and expansion for Middle School Wellness Centers, July 1, 2023 through June 30, 2026, funding in the amount of \$750,000.00 for the 3-year period to be provided to OSD by VCOE.

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

C.26. Ratification of Agreement #23-166 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for students JM111710, DP010810, JM111710(ASL), MA102113, JN090409, EG061410, AC080310, LJ071616, VC120515, JB080313, MP111618, DG052310, JV120313, SR112811, and IH081410, for the 2023-2024 school year, including Extended School Year, in the amount of \$744,600.00, to be paid out of Special Education Funds.

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the October 4, 2023 Regular Meeting, as presented.

Motion #23-54 Approval of Minutes of October 4, 2023 Regular Meeting

Mover: Monica Madrigal Lopez

Second: Jarely Lopez

Moved To: Approve

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section F: BOARD POLICIES

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

Dr. Aracely Fox, Acting Associate Superintendent, Educational Services, presented revisions to BP 5131.2 and the new AR 5131.2 Bullying for Second Reading and Adoption.

Motion #23-55 Second Reading and Adoption - Revisions to BP 5131.2 and New AR 5131.2 Bullying

Mover: Jarely Lopez

Second: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Ana DeGenna

- Harrington Class Visits
- Visit with Bellez at Frank Academy
- Superintendent Fellows
- Student Profile
- Engage & Empower - Interim Superintendent's Webinar
- Active Shooter Training
- Native American Families Meet & Greet
- Trust & Inspire Book Club Tea Party
- Rose Avenue School Reconstruction Project

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

Monica Madrigal Lopez

- enjoyed visiting Rose Avenue construction project - thank you to the voters for making it possible

Veronica Robles-Solis

- excited about Rose Avenue construction project - looks forward to the community seeing it
- looking forward to Trunk or Treat events at sites

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 7:27 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
 - Interim Superintendent
 - Public Employee Appointment
 - Assistant Principals

A.9. Reconvene to Open Session

The Board reconvened to open session at 8:17 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-51 Appointment of Kristina Cervantes as Assistant Principal

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Appoint

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-52 Appointment of Megan Hernandez as Assistant Principal

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Appoint

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:19 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adjourn

Ayes: 3 - Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Absent: 2 - Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of November, 2023, the Board of Trustees of the
Oxnard School District approves the Minutes of the Regular Board Meeting of October 18, 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

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, November 1, 2023

5:00 PM - Open Meeting

5:30 PM - Study Session

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

November 1, 2023

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 MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Valerie Mitchell, Acting Associate Superintendent Aracely Fox, Director of Certificated Human Resources Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Rubisol Hernandez, 2nd grade student in Ms. DeLoa-Cahue's class, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Yatziri Lopez, 3rd grade student in Ms. Tamsing's class at Rose Avenue School, read the District's Mission and Vision Statement in English. Anyi Solix, 5th grade student in Ms. Drucker's class at Rose Avenue School, read the District's Mission and Vision Statement in Spanish.

A.4. Presentation by Rose Avenue School

Diana Perez, Principal, provided a presentation about Rose Avenue School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item D.1. – Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2022-23 Collective Bargaining Agreement (Torres) was REVISED to add a Salary Schedule attachment.

Motion #23-56 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Adopt as Amended

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - District Assessments 2022-2023 (Fox/Thomas)

Dr. Aracely Fox, Acting Associate Superintendent, Educational Services, and Anna Thomas, Director, School Performance and Student Outcomes, presented information relative to District Assessments for the 2022-2023 school year.

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 6:21 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 48916 of the Education Code the Board will consider student matters including:

Consider the Request for Suspended Enforcement of Expulsion:

- Case No. 23-04 (Action Item)
- Case No. 23-05 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
- Interim Superintendent

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

The Board reconvened to open session at 7:05 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-57 Approval of Request for Suspended Enforcement of Expulsion - Case No. 23-04

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

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #23-58 Approval of Request for Suspended Enforcement of Expulsion - Case No. 23-05

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.11. Adoption and Presentation of Resolution #23-07 "2023 School Psychology Awareness Week" (DeGenna/Jefferson)

The Board of Trustees adopted and presented Resolution #23-07 in observance of 2023 School Psychology Awareness Week.

Motion #23-59 Adoption of Resolution #23-07 "2023 School Psychology Awareness Week"

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Adopt

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.12. 2022-2023 Annual Report of the Commission (Torres/Fuentes)

Dr. Adalberto Fuentes, Director, Classified Human Resources, presented information relative to the Personnel Commission's 2022-2023 Annual Report.

A.13. Report - Instructional Support (Fox)

Dr. Aracely Fox, Acting Associate Superintendent, Educational Services, presented information relative to the various areas of instructional support provided to teachers.

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

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

B.2. Conduct Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

Dr. Scott Carroll, Director, Certificated Human Resources, conducted a public hearing to sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547. Following the public hearing, the Board's authorization was requested for the district to enter into contract negotiations with CSEA for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #23-60 Authorization for the District to Enter into Contract Negotiations with CSEA for the 2023-2024 School Year and any Additional Years, as may be Mutually Agreed Upon by the Parties

Mover: Jarely Lopez

Seconder: Rose Gonzales

Moved To: Authorize

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-61 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

C.1. 2022 California Farm to School Incubator Grant Program (Mitchell/Corona)

The amount of \$157,300.00 awarded to Oxnard School District from the California Department of Food and Agriculture and the Office of Farm to Fork (CDFA-F2F).

C.2. Approval of Change Order #002-Time Impact Analysis (TIA #2) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

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

For additional time impacts relating to the structural clarifications on the Rose Avenue Reconstruction project, in the amount of \$711,927.00, to be paid out of Master Construct & Implementation Funds.

C.3. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.4. Approval of Amendment #2 to Agreement #23-61 – Dr. Cory Hills (Fox/Shea)

To increase the per class rate for providing workshops for students to craft original stories, set them to music, and perform the stories for fellow classmates during the period of July 1, 2023 through June 30, 2024 in order to match the increased cost of district requirements, at no additional fiscal impact to the district.

C.5. Approval of Agreement #23-131, Franklin Covey Education (DeGenna/Jefferson)

To provide professional development training for Special Education support staff to include department Classified staff, Speech Language Pathologist, Psychologists, and Occupational Therapists, November 2, 2023, through June 30, 2024, in the amount not to exceed \$17,460.00, to be paid out of Special Education Funds.

C.6. Approval of Agreement #23-134, Reality Improv Connections Inc. (Fox/Nocero)

To provide BRITE program classroom workshops including Vape & Marijuana Prevention Game, Alcohol & Other Drug Prevention Game, Media, Marketing & Your Mind, Mental Health, Wellness & other Prevention Activities for 4th-8th grades at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall, and Soria Schools, November 2, 2023 through June 30, 2024, in the amount of \$2,275.00, to be paid out of the General Fund.

C.7. Approval of Agreement #23-153, Reality Improv Connections Inc. (Fox/Nocero)

To provide trained staff to work in conjunction with school administrators and staff to offer Prevention Education workshops for students, staff, and parents, facilitate Youth Leadership/Advocacy Training and coordinate youth advocacy projects, November 2, 2023 through June 30, 2024, at no cost to Oxnard School District.

C.8. Approval of Agreement #23-174 – The Math Learning Center (Fox/Jenks)

To provide support to new DLI teachers in the implementation of Number Corner in their Spanish classroom, November 30, 2023, in the amount not to exceed \$1,000.00, to be paid out of Title IV Funds.

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

C.9. Approval of Agreement #23-175, Miguel Villegas Ventura (Fox/Ruvalcaba)

To participate as the keynote speaker and rap performer for OSD's Annual Celebration of Mesoamerican Traditions event at Lemonwood School on November 7, 2023, in the amount not to exceed \$1,500.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

C.10. Ratification of Amendment #1 to Agreement #23-88 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

To continue supporting existing unfilled direct hire positions in areas including BCBA, Behavioral Technician, LVN, Para Educator/Instructional Aide, CNA, COTA, School Psychologist, Instructional Aide/Para Educator, OT/PT, SLP, SPED Teacher, SLPA, RN and Social Worker, for the 2023-24 school year, in the amount not to exceed \$1,795,000.00, to be paid out of Special Education Funds.

C.11. Approval of Agreement #23-120 – Prodigy People Inc. (DeGenna/Jefferson)

To provide supplemental paraeducator staffing to the Oxnard School District on an "as needed" basis, November 2, 2023 through June 30, 2024, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.12. Ratification of Agreement #23-136 – Professional Tutors of America Inc. (DeGenna/Jefferson)

To provide services in the areas of Behavior Intervention, Counseling & Guidance, Language Speech Development & Remediation, Occupational Therapy, Vocational Education & Career Development, Comp. Education – Academic Tutoring, Vision Services, and Academic Achievement Test for the Special Education Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #23-138 – Every Special Child, LLC (DeGenna/Jefferson)

To provide temporary services to Oxnard School District students consistent with the student's Individualized Education Program (IEP) as needed in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language, Pathologist Assistant, Special Education Teacher/DHH Teacher/VI Teacher, School Psychologist, and Occupational Therapist, July 1, 2023 through June 30, 2024, in the amount not to exceed \$1,200,000.00, to be paid out of Special Education Funds.

C.14. Ratification of Agreement/MOU #23-142 - Aspiranet (DeGenna/Jefferson)

To provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's, July 1, 2023 through June 30, 2024, in the amount of \$1,500,000.00, to be paid out of Special Education Funds.

C.15. Ratification of Agreement #23-169 – Alternative Behavior Strategies, LLC

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

(DeGenna/Jefferson)

To provide consultant services to the Special Education Department including applied behavioral therapy and related services, direct behavioral intervention, development, implementation, and supervision for students as requested by their school for services, July 1, 2023 through June 30, 2024, in the amount not to exceed \$300,000.00, to be paid out of Special Education Funds.

C.16. Ratification of Agreement #23-172 with the Commission on Teacher Credentialing (CTC) for the Teacher Residency Capacity Grant Project for the Period of March 1, 2022 – June 30, 2026 (Torres)

To design and implement a teacher residency program. The district will receive a total grant award in the amount of \$249,000 to be utilized during the project performance period of March 1, 2022, through June 30, 2026, as detailed.

Section D: ACTION ITEMS

D.1. Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2022-23 Collective Bargaining Agreement (Torres)

Dr. Scott Carroll, Director, Certificated Human Resources, recommended the Board's approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 ("CSEA") 2022-23 Collective Bargaining Agreement.

Motion #23-62 Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2022-23 Collective Bargaining Agreement

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.2. Approval of a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to Serve as a Preschool Teacher at San Miguel School for the 2023-24 School Year (Torres/Carroll)

Dr. Scott Carroll, Director, Certificated Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to serve as a Preschool Teacher at San Miguel School for the 2023-24 School Year.

Motion #23-63 Approval of a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to Serve as a Preschool Teacher at San Miguel School for the 2023-24 School Year

Mover: Rose Gonzales

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

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 School Year (Torres/Carroll)

Dr. Scott Carroll, Director, Certificated Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 School Year.

Motion #23-64 Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Ana DeGenna

- Chavez School
- Superintendent Fellow at Elm School
- Senator Monique Limon Visit to Frank Academy
- Sierra Linda School
- Soria School
- OSD Halloween
- OSD Student Profile
- Teaching & Learning Division
- The Great California Shakeout
- Interim Superintendent Meet & Greet
- Team Building

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

- ESC Halloween
- November Observances

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

MaryAnn Rodriguez

- excited to have been able to tour Rose Avenue Construction Project
- thank you to Pumas for presentation
- appreciated the presentation on teacher supports
- enjoyed judging Halloween at ESC

Rose Gonzales

- thank you to Rose Avenue, Principal Perez and Pumas
- thank you to psychologists and TOSA's for showing up
- enjoyed visiting Rose Avenue construction project
- attended Trunk or Treats at Brekke & Lemonwood
- attended Hip Hop Mindset performance at PAC
- attended school garden educators meeting at Harrington

Jarely Lopez

- farmworkers vs. farmers

Veronica Robles-Solis

- thank you to Pumas for presentation
- thank you to everyone that presented reports today
- looking forward to Board Retreat
- enjoyed Trunk or Treats

ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:42 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

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

Absent: 1 - 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 15th day of November, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 1, 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
November 1, 2023

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 SPECIAL BOARD MEETING Saturday, November 4, 2023

12:00 PM - Open Meeting

River Ridge Golf Club - 2401 W Vineyard Ave, Oxnard, CA 93036

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

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (12:00 PM)

President Robles-Solis called the meeting to order at 12:32 p.m.

Present: Trustees Monica Madrigal Lopez, Jarely Lopez, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Also in attendance were Interim Superintendent Anabolena DeGenna, District General Counsel Nitasha Sawhney, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Interim Superintendent, led the attendees in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-65 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 12:34 p.m. to consider the following items:

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
 - Interim Superintendent
- Public Employee Appointment
 - Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 4:18 p.m.

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

A.7. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 4:18 p.m.

Motion to adjourn

Mover: Jarely Lopez

Secunder: Monica Madrigal Lopez

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 15th day of November, 2023, the Board of Trustees of the
Oxnard School District approves the Minutes of the Special Board Meeting of November 4, 2023, on
motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 15, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading–Revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

Board Policies BP/AR 3551 Food Service Operations/Cafeteria Fund have been updated based on the recommendations by CSBA (California School Board Association). New language is underlined in red text, removed language appears with a strikethrough, and moved text appears in purple text. The Board Policies will be presented for a second reading and adoption at the December 13, 2023 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None at this time. BP/AR 3551 will be presented for second reading and adoption at the December 13, 2023 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 3551 \(7 pages\)](#)

[AR 3551 \(7 pages\)](#)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011

The Governing Board Board of Trustees intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

~~(cf. 3100 – Budget)~~

~~(cf. 3300 – Expenditures and Purchases)~~

~~(cf. 3311 – Bids)~~

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to ~~students~~, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, and organizations who are authorized by the Superintendent or designee to be on campus ~~during meal times for a legitimate purpose, such as classroom.~~ Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture ~~commodities.~~

Meal prices, as recommended by ~~t~~The Superintendent or designee shall ~~recommend meal prices for students and nonstudents for approval~~ed by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance.

The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~(cf. 3553 – Free and Reduced Price Meals)~~

~~Program financial reports shall be presented regularly to the Board.~~

~~(cf. 3460 – Financial Reports and Accountability)~~

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for ~~management~~ food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16) ~~related to food service.~~

~~(cf. 3600 – Consultants)~~

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

~~With Board approval, the district may enter into a contract with a private company that enables a school to operate a franchise offering fast food items for sale to students. The franchise agreement and food purchases shall be subject to the competitive bidding requirements of the National School Lunch and School Breakfast Programs.~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020

U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges

3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3512	Equipment
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512-E-PDF(1)	Equipment
3512	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development

4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E-PDF(1)	Parent/Guardian Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011

Payments for Meals

~~With the exception of students who are eligible to receive meals at no cost, students or their parents/guardians may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating a system for accurately recording payments received and tracking meals provided from to each student, or his/her parents/guardians for the purchase of school meals.~~

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

~~Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. ~~The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091, 38092)~~

~~(cf. 3100 – Budget)~~

~~(cf. 3300 – Expenditures and Purchases)~~

The cafeteria fund shall be used only for ~~Board-authorized~~ those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias as defined in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual. ~~or appropriately reported to the California Department of Education (Education Code 38091, 38101)~~

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

~~(cf. 3110 – Transfer of Funds)~~

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services/Providers

The term of any contract for food service management or consulting services ~~related to food services~~ shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

A contract for ~~food service management~~ consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

~~Health criteria established by the district for classified staff shall be applicable to all persons providing food service management consulting services. (Education Code 45103.5)~~

~~(cf. 3515.6 – Criminal Background Checks for Contractors)~~

~~(cf. 3600 – Consultants)~~

~~(cf. 4112.4/4212.4/4312.4 – Health Examinations)~~

~~(cf. 4212 – Appointments and Conditions of Employment)~~

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Website [California Department of Education, Nutrition Services Division](#)

Website [California School Nutrition Association](#)

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3512-E-PDF(1)	Equipment
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3552	Summer Meal Program
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3553	Free And Reduced Price Meals
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3555	Nutrition Program Compliance
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4231	Staff Development
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4331	Staff Development
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5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 15, 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: November 15, 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: November 15, 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 Thursday, November 9, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A