

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Monica Madrigal Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Brian Melanephy**, Member

## ADMINISTRATION

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

## AGENDA REGULAR BOARD MEETING Wednesday, October 2, 2024

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

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

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

**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:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

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

Lynn Ebor, Principal, McAuliffe School, will introduce Charly Menendez, Kindergarten student in Mrs. Dato's class at McAuliffe and Madison Prebble, 4th grade student in Mrs. Diaz's class at McAuliffe, 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 Benjamin Andrade, 5th grade student in Mrs. Liston's class at McAuliffe School and in Spanish by Ariadne Gomez, 3rd grade student in Ms. Cervantes's class at McAuliffe School. The McAuliffe School Mission and Vision Statement will be read by Christa Friday, 5th grade student in Mrs. Llamas's class at McAuliffe.

**A.4. Presentation by McAuliffe School**

Lynn Ebor, Principal, McAuliffe School, will provide a short presentation to the Board regarding McAuliffe. 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:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**A.6. Study Session on 2023-24 State Student Outcomes (Fox/Thomas)**

The Assistant Superintendent, Educational Services and the Director of School Performance and Student Outcomes will provide a presentation on the Student Outcome Data for 2023-24 CAASPP testing in ELA and Math.

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

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

---

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

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
    - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
  - 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

**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 Administrator (DeGenna)**

Introduction of newly appointed Oxnard School District administrator:

- Melissa Reyes, Director, Purchasing

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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

**B.2. Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25**

---

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

**Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees hold a public hearing to sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District’s (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547, and authorize the District to enter into contract negotiations for the 2024-2025 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:  
Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section C: CONSENT AGENDA**

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

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

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Stephanie Gutierrez, Aimee Verhoeven, and Alison Newton, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$4,500.00, to be paid from OSSA Funds.

**C.2. Setting of Date for Public Hearing-Sufficiency of Instructional Materials for 2024-2025 (Fox/Thomas)**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of School Performance & Student Outcomes that the Board of Trustees set the date of Wednesday, October 16, 2024, for a public hearing on the Sufficiency of Instructional Materials for 2024-2025.

**C.3. 2023-24 California Farm to School Incubator Grant Program (Mitchell/Corona)**

Oxnard School District has been awarded the California Farm to School K-12 Procurement and

---

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

Education Grant in the amount of \$212,550.00 from the California Department of Food and Agriculture's Office of Farm to Fork (CDFA-F2F).

**C.4. Increase of Hours and Abolishment 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 increase of hours and abolishment of positions, as presented.

**C.5. Personnel Actions (Torres/Fuentes)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.6. Approval of Amendment #1 to Agreement #24-29 – Amergis Healthcare Staffing (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-29 with Amergis Healthcare Staffing, to increase the total allocated amount for providing supplemental staffing for the Special Education Department on an "as-needed" basis during the 2024-2025 fiscal year, in the amount of \$3,000,000.00, to be paid out of Special Education Funds.

**C.7. Approval of Agreement #24-117 – School Yard Rap (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-117 with School Yard Rap, to provide live performances that include hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity at all 20 schools in the Oxnard School District, October 7-9, 2024 and February 3-4, 2025, in the amount not to exceed \$230,000.00, to be paid out of Title 1 Funds.

**C.8. Approval of Agreement #24-118 – Mindset Academy by SWEAT III (Fox/Ordaz)**

It is the recommendation of the Principal, Curren School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-118 with Mindset Academy by SWEAT III, to provide training on student mindset development, student engagement, and emotional intelligence to staff, students, and parents, October 3, 2024 through June 30, 2025, in the amount of \$42,540.00 to be paid out of Title 1 (\$36,330.00) & Supplemental Concentration (\$6,210.00) Funds.

**C.9. Approval of Agreement #24-119 – Ventura Counseling and Wellness Center (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-119 with Ventura Counseling and Wellness Center, to provide drug and alcohol counseling to students in 6th, 7th, and 8th grades at Oxnard School District campuses, October 3, 2024 through June 30, 2025, in the amount of \$53,693.00, to be paid out of LCSSP Grant Funds.

**C.10. Approval of Agreement #24-120 – Read.Write.Think., LLC (Fox/Valdovinos)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-120

---

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

with Read.Write.Think., LLC, to provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$59,400.00, to be paid out of Title 1 Funds.

**C.11. Approval of Agreement #24-121 – Read.Write.Think., LLC (Fox/Anguiano)**

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-121 with Read.Write.Think., LLC., to provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$66,000.00, to be paid out of Title 1 Funds.

**C.12. Approval of Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-122 with Action Preparedness Training, to provide CPR/AED and First Aid training to the Special Education Department Paraeducator staff at Oxnard School District, October 14, 2024 through June 30, 2025, in the amount not to exceed \$12,350.00, to be paid out of Special Education Funds.

**C.13. Approval of Agreement #24-127 – Center for Teaching for Biliteracy (Fox/Cordes)**

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-127 with the Center for Teaching for Biliteracy, to provide virtual 1:1 check-in sessions with the Director of Teaching and Learning in order to support the OSD DLI Principals, October 3, 2024 through June 30, 2025, in the amount of \$8,250.00, to be paid out of Title II Funds.

**C.14. Approval of Agreement #24-128 - 2 Teach Global (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-128 with 2 Teach Global, to provide professional development for the Special Education Administration on virtual coaching, observation sessions followed by debriefs, and both on-site and online instructional strategies, October 3, 2024 through October 2, 2028, in the amount of \$261,905.00 for the four-year period, to be paid out of Special Education Funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.15. Ratification of Amendment #2 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #22-163 with the County of Ventura, to extend an array of services and to update the rate sheet to Special Education Home and School-Based Mental Health students on an as-needed basis per IEP during the 2024-2025 school year, in the amount not to exceed \$840,000.00, to be paid out of Special Education Funds.

**C.16. Ratification of Amendment #2 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids, to close out applied behavioral therapy and related services for the 2023-2024 fiscal year, in the amount of \$89,527.68, to be paid out of Special Education

---

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

Funds.

**C.17. Ratification of Agreement #24-123 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-123 with Auditory Processing Center of Pasadena, to provide audiological services and assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department, July 1, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

**C.18. Ratification of Agreement #24-124 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-124 with Alternative Behavior Strategies, LLC, to provide consultant services to the Special Education Department that include applied behavioral therapy and related services, July 1, 2024 through June 30, 2025, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

**C.19. Ratification of Agreement #24-125, STAR of CA, ERA Ed (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-125 with STAR of CA/ ERA Ed., to provide classroom support as a consultant and 1 to 1 Behavioral Therapist for identified special education and general education students, July 1, 2024, through June 30, 2025, in the amount not to exceed \$4,000,000.00, to be paid out of Special Education Funds.

**SECTION D: ACTION ITEMS**

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

**D.1. Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design (Mitchell//Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees appoint Perkins Eastman Architects DPC as Architect of Record for the Dr. Lopez Academy Reconstruction Project, and approve Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the proposed project design, in the amount of \$2,864,000.00, to be paid out of Enhanced Master Construct Program Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section E: APPROVAL OF MINUTES**

---

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

**E.1. Approval of Minutes (DeGenna)**

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

- June 26, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**Section G: CONCLUSION**

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

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

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

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

**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, September 27, 2024.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

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

### **Study Session on 2023-24 State Student Outcomes (Fox/Thomas)**

---

The Assistant Superintendent, Educational Services and the Director of School Performance and Student Outcomes will provide a presentation on the Student Outcome Data for 23-24 CAASPP testing in ELA and Math. It will be presented to the Board as a study session. The data is embargoed and has not been officially released by the state, but is able to be shared with educational partners.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Informational

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**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 Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**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
    - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
  - 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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section A: Preliminary

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

---

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section A: Preliminary

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

---

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)**

---

Introduction of newly appointed Oxnard School District administrators:

- Melissa Reyes, Director, Purchasing

#### **FISCAL IMPACT:**

Information only.

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**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. Natalia Torres

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section B: Hearing

**Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

---

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2024-25 school year and any additional years, as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, CSEA and the District submit their intent to hold this Public Hearing before the parties meet to negotiate the following articles:

<b>ARTICLE NO.</b>	<b>DESCRIPTION</b>
Article 7	Evaluations
Article 8	Hours and Overtime
Article 9	Pay Allowances
Article 12	Employee Expenses & Materials
Article 13	Health & Welfare Benefits
Article 15	Vacation Plan
Article 16	Leaves
Article 20	Layoff, Reemployment, and the Effects
Article 22	Grievances
Article 29	Term of Agreement
New Article	Professional Development

Upon completion of the Public Hearing, the District looks forward to initiating a good faith bargaining effort with CSEA.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Following the Public Hearing, it is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations with CSEA for the 2024-25 school year and any additional years, as may be mutually agreed upon by the parties.

**ADDITIONAL MATERIALS:**

**Attached:** DO Sunshine w CSEA- 24-25 ltr to board (two pages)  
24-25 DO CSEA Sunshine List of Proposals (one page)  
CSEA Sunshine Articles for 2024-27 (two pages)



## OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • [www.oxnardsd.org](http://www.oxnardsd.org)

August 20, 2024

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

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

Dear President Robles-Solis,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2024-25 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Torres, Assistant Superintendent, HR and Lead Negotiator  
Dr. Carroll, Director, Certificated Human Resources  
Mr. Corona, Director of Child Nutrition Services  
Dr. Fox, Assistant Superintendent of Educational Services  
Mr. Mares, Principal, Sierra Linda  
Mr. Miller, Director Facilities  
Ms. Mitchell, Assistant Superintendent, Business Services  
Ms. Patty Nuñez, Director of Fiscal Services

Pursuant to Article 29: Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2025. Per the OSD-CSEA contract agreement, Article 9 (Pay Allowances) and Article 13 (Health and Welfare Benefits), shall be opened for negotiations. In addition, the District plans to reopen the following articles for negotiations: Article 7 (Evaluations), Article 29 (Term of Agreement) and any other articles mutually agreeable to both parties.

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

The public hearing and consideration of CSEA’s and the District’s initial proposals is scheduled for the September 4, 2024 Board Meeting.

Sincerely



**Dr. Natalia Torres**

Assistant Superintendent, Human Resources

- Cc: Dr. DeGenna, Superintendent
- Dr. Carroll, Director, Certificated Human Resources
- Ms. Mitchell, Assistant Superintendent, Business Services
- Ms. Perez-Gutierrez, CSEA President Oxnard School District, Chapter 272
- Ms. Towery, CSEA Labor Representative



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • [www.oxnardsd.org](http://www.oxnardsd.org)

**Oxnard School District  
2024-2025 Initial Sunshine Proposals to  
California School Employees Association, Chapter 272 (CSEA)  
Hybrid Interest Based Problem Solving**

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, which expires on October 31, 2025, the following articles shall be opened by the District for negotiations:

- Article 9: Pay Allowances
- Article 13: Health and Welfare Benefits

In addition, the District plans to open the following articles:

- Article 7: Evaluations
- Article 29: Term of Agreement



**California School Employees Association  
and its  
Oxnard Elementary Chapter 272  
Initial Proposal to Oxnard School District  
2024-27 Successor Agreement Initial Proposal**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**Interest-Based Bargaining (IBB):**

The parties are engaged in interest-based bargaining (IBB), focusing on collaboration and mutual benefit. Our I is to work together to find solutions that meet the needs of both parties. By understanding each other's interests and priorities, we believe we can create outcomes that support the long-term success of everyone involved. We hope to foster a positive and open dialogue where we can address key issues, explore options, and arrive at agreements that align with our shared goals. This Initial Proposal is written to reflect a non-adversarial approach and clearly state our intentions.

**Notice to remove unlawful language:**

CSEA is notifying the district that unlawful language in the collective bargaining agreement will be removed to reflect the current statute.

**ARTICLE 7. EVALUATIONS**

CSEA would like to review the language in this article to ensure consistency in the evaluation process for probationary and permanent employees.

**ARTICLE 8. HOURS AND OVERTIME**

CSEA is interested in ensuring fairness in the distribution and assignment of all types of overtime opportunities.

**ARTICLE 9. PAY ALLOWANCES**

CSEA is interested in a competitive salary to attract and retain classified employees, acknowledge years of service, and recognize the classified bargaining unit's various work shifts.

**ARTICLE 12. EMPLOYEE EXPENSES & MATERIALS**

CSEA is interested in reviewing the current language to ensure that all uniform requirements for bargaining unit members' safety and security are reflected.

**ARTICLE 13. HEALTH AND WELFARE BENEFITS**

CSEA is interested in fair, equitable, comprehensive, and cost-effective health and welfare benefits for all bargaining unit members. This includes exploring the structure of how health and welfare benefits are provided, retiree benefits, and opt-out cost sharing.

**ARTICLE 15: VACATION PLAN**

CSEA is interested in fair, equitable, and least restrictive language to ensure that all employees can utilize their earned vacation, which will promote a healthy workforce.



California School Employees Association  
and its  
Oxnard Elementary Chapter 272  
Initial Proposal to Oxnard School District  
2024-27 Successor Agreement Initial Proposal

**ARTICLE 16. LEAVES**

CSEA is interested in ensuring employees are not subjected to unfair leave processes and unlawful procedures that do not reflect current statutes. CSEA is interested in recognizing employees for outstanding attendance and empathetic industrial and long-term leave practices.

**ARTICLE 20: LAYOFF AND REEMPLOYMENT**

CSEA is interested in reviewing the layoff and reemployment language to ensure it is explicit and lawful and protects the seniority of all bargaining unit members.

**ARTICLE 22. GRIEVANCES**

CSEA is interested in resolving grievances at the lowest level and promotes meetings at each level of the grievance process and reasonable timelines that allow for a fair resolution.

**ARTICLE 29 TERM OF AGREEMENT**

CSEA has an interest in a 3-year term agreement with reopeners.

**NEW ARTICLE: PROFESSIONAL DEVELOPMENT**

CSEA is interested in providing comprehensive job-specific professional development to all classified bargaining unit members.

**Appendices:**

CSEA is interested in reviewing all appendices of the collective bargaining agreement to ensure they are applicable, enforceable, and consistent with the other provisions of the agreement.

CSEA reserves the right to add to, delete from, or modify any proposals until a tentative agreement is reached, subject to the appropriate notice requirements under the law and CSEA policies.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

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

### **Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

---

The Board's approval is requested for Stephanie Gutierrez, Aimee Verhoeven, and Alison Newton, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA. Participants will attend professional development seminars and receive information relative to research relevant to the field of Speech-Language Pathology.

#### **FISCAL IMPACT:**

Not to exceed \$4,500.00 for registration, travel, meals and lodging, to be paid from OSSA Funds (\$1,500.00 per attendee).

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Stephanie Gutierrez, Aimee Verhoeven, and Alison Newton, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [ASHA Conference Information \(1 page\)](#)



## About the ASHA Convention

The annual ASHA Convention is the premier professional development and networking event for speech-language pathologists; audiologists; speech, language, and hearing scientists; assistants; and students. It offers a robust in-person education program with supplemental virtual content.

## Dates and Location

The 2024 ASHA Convention will be held December 5–7, 2024 at the [Seattle Convention Center in Seattle, Washington](#). The Seattle Convention Center is comprised of two buildings and ASHA will be using both:

- The Arch building is at 705 Pike Street.  
The main pedestrian entrance to Arch is on the corner of 7th Avenue and Pike Street, and the Arch drop-off points are 725 Pike (private/rideshare) and 800 Convention Place (bus).
- The Summit building is at 900 Pine Street, just over a block away from Arch.  
The main pedestrian entrance is on the corner of 9th Avenue and Pine Street, and the drop-off location is on 9th Avenue between Pine Street and Olive Way (private/rideshare and bus).

Some activities will also be held at our Co-Leadership hotels:

- Hyatt Regency Seattle, 808 Howell Street
- Sheraton Grand Seattle, 1400 Sixth Avenue

These facilities are not connected, but we will have plenty of guidance on hand to help you get to where you need to go. If you have a mobility challenge, [scooter and wheelchair rentals are available through Scootaround](#) to help you get around at the ASHA Convention.

## News and Announcements

Read about [important updates and other news](#) about the ASHA Convention.

## Why Attend the ASHA Convention?

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

## Get Your Employer's Support

Gain support to attend the ASHA Convention from your employer [with our new toolkit](#).

## Schedule

The [Schedule at a Glance](#) provides an overview of each day's events.

## Program

The ASHA Convention [education program](#) covers [32 topic areas](#) related to the professions and offers thousands of sessions—[oral seminars](#), [technical sessions](#), [technical demos](#), [poster presentations and short courses](#)—for [ASHA Continuing Education Credit or professional development hours](#).

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

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

### **Setting of Date for Public Hearing-Sufficiency Instructional Materials for 2024-2025 (Fox/Thomas)**

---

It is appropriate that the Board of Trustees set the date of Wednesday, October 16, 2024 for a public hearing on the Sufficiency of Instructional Materials for 2024-2025. The requirements of Education Code 60119 state that a public hearing must be held on or before the 8th week of school, and which did not take place during or immediately following school hours.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of School Performance & Student Outcomes that the Board of Trustees set the date of Wednesday, October 16, 2024, for a public hearing on the Sufficiency of Instructional Materials for 2024-2025.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Notice of Public Hearing-English.PDF](#)  
[Notice of Public Hearing-Spanish.pdf](#)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ [www.oxnardsd.org](http://www.oxnardsd.org)

## PUBLIC HEARING NOTICE

### Oxnard School District Sufficiency of Instructional Materials

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on October 16, 2024, at 7:00 p.m. in the Oxnard School District Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the public hearing will be to receive comments to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the resolution presented stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

***Mission: IGNITE · TRANSFORM · NURTURE · EMBRACE***

*Posting Location(s): DO & All School  
Posting Date(s): October 3, 2024*



# DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ [www.oxnardsd.org](http://www.oxnardsd.org)

## AVISO DE AUDIENCIA PÚBLICA

### Distrito Escolar De Oxnard Suficiencia de Materiales Didácticos

TÉNGASE POR NOTIFICADO que el Distrito Escolar de Oxnard tiene la intención de conducir una audiencia pública en la reunión ordinaria del Consejo Directivo Escolar, el día 16 de octubre del 2024 a las 7:00 p.m. en la Sala de Reuniones de la Oficina del Distrito Escolar, ubicada en 1051 South A Street, Oxnard, CA 93030. El propósito de la Audiencia Pública será recibir comentarios para determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas.

SÍRVASE ADEMÁS TOMAR EN CUENTA que después de la Audiencia Pública, el Consejo Directivo del Distrito Escolar de Oxnard considerará la adopción de la resolución presentada que determina que cada alumno en el distrito cuenta con los suficientes libros de texto o materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

**Misión: ENCENDER · TRANSFORMAR · FOMENTAR · ADOPTAR**

*Ubicación(es) de Publicación: Distrito & Escuelas  
Fecha(s) de Publicación: 3 de octubre de 2024*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

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

### **2023-24 California Farm to School Incubator Grant Program (Mitchell/Corona)**

---

Oxnard School District has been awarded the California Farm to School K-12 Procurement and Education Grant in the amount of \$212,550.00 from the California Department of Food and Agriculture's Office of Farm to Fork (CDFA-F2F).

Oxnard School District (OSD) Child Nutrition Services (CNS), Personnel, Educational Services, and the OSD Wellness Collaborative, will collaborate to continue implementing student farmers markets, harvest of the month promotions, field trips to local farms, and bring local farmers to schools for "Meet the Farmer" assemblies for educational purposes. Grant funding will also be utilized to increase procurement of local produce for use in school meals. The goal is to enhance students' access to fresh, local produce, increase their awareness of sustainable agriculture, and foster a lifelong appreciation for healthy eating habits.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Final Budget \(3 pages\)](#)

## BUDGET TEMPLATE WORKSHEET

### TRACK 1: THE CALIFORNIA FARM TO SCHOOL TK-12 PROCUREMENT AND EDUCATION GRANT

District/Organization Name:

**Oxnard School District**

Proposed Award Amount:

**\$212,550.00**

#### BUDGET CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)

Item	Spend \$\$ When Month range or Throughout duration of project	\$\$ Amount Required
CA Food Procurement (school meals)	01/25-10/26	\$120,000.00
CA Food Procurement (student education)	01/25-10/26	\$40,000.00
<i>Total CA Food Procurement Costs</i>		<i>\$160,000.00</i>
<i>Percent of Total Proposed Award Amount</i>		<i>75.28%</i>

#### BUDGET CATEGORY 2: SCHOOL KITCHEN COSTS (no cap)

Item	Item Type (supplies, equipment, or infrastructure)	Item Purpose (describe item's purpose in the project)	Spend \$\$ When Month range or Throughout duration of project	\$\$ Amount Required
Serving supplies for Harvest of the Month taste testings	Supplies	Taste testing for HOTM	01/25-10/26	\$3,000.00
<i>Total Farm to School Kitchen Costs</i>				<i>\$3,000.00</i>
<i>Percent of Total Proposed Award Amount</i>				<i>1.41%</i>

#### BUDGET CATEGORY 3: HANDS ON FOOD EDUCATION COSTS (no cap)

Item	Item Type (supplies, equipment, or infrastructure)	Item Purpose (describe item's purpose in the project)	Spend \$\$ When Month range or Throughout duration of project	\$\$ Amount Required
Shopping Bags	Supplies	for use at student farmers markets, and "Meet the Farmer" assemblies	throughout duration of project	\$1,000.00
Signage and Information Posters/Handouts	Supplies		throughout duration of project	\$550.00
Disposable Gloves	Supplies		throughout duration of project	\$200.00
Farm Field trip bags for students	Supplies	For student use at fieldtrips at local farms	throughout duration of project	\$2,800.00

Supplies		throughout duration of project	
<i>Total Farm to School Hands On Food Education Costs</i>			<i>\$4,550.00</i>
<i>Percent of Total Proposed Award Amount</i>			<i>2.14%</i>

**BUDGET CATEGORY 4: FARM TO SCHOOL STAFF/LABOR COSTS (no cap)**

<b>Salaries/Wages/Stipends:</b>					
<b>Staff Position</b> <small>(can include staff name if known)</small>	<b>Staff Role</b> <small>(describe the position's role in the project)</small>	<b># of Hours</b> (if hourly or stipend) <b>or % FTE</b> (if salaried)	<b>Rate</b> <small>(e.g., \$__/hr, \$__/yr, \$__/project)</small>	<b>Spend \$\$ When</b> <small>Month range or Throughout duration of project</small>	<b>\$\$ Amount Required</b>
<i>Salaries/Wages/Stipends Subtotal</i>					<i>\$0.00</i>
<b>Fringe Benefits:</b> these are calculated as a % of an individual's salary, wages, or stipend and should be determined according to your organization's established fringe benefits policy.					
<b>Staff Position</b> <small>(can include staff name if known)</small>	<b>Fringe Benefit Rate</b> <small>(% of salary/wages/ stipend)</small>			<b>Spend \$\$ When</b> <small>Month range or Throughout duration of project</small>	<b>\$\$ Amount Required</b>
<i>Fringe Benefits Subtotal</i>					<i>\$0.00</i>
<i>Total Farm to School Staff/Labor Costs (salaries/wages/stipends + fringe benefits)</i>					<i>\$0.00</i>
<i>Percent of Total Proposed Award Amount</i>					<i>0.00%</i>

**BUDGET CATEGORY 5: TRAVEL COSTS (no cap)**

<b>Travel Type</b>	<b>Travel Purpose</b> <small>(describe purpose of travel for project)</small>	<b>Spend \$\$ When</b> <small>Month range or Throughout duration of project</small>	<b>\$\$ Amount Required</b>
Bus	Farm Field Trip Transportation	throughout duration of project	\$35,000.00
<i>Total Travel Costs</i>			<i>\$35,000.00</i>
<i>Percent of Total Proposed Award Amount</i>			<i>16.47%</i>

**BUDGET CATEGORY 6: CONTRACTUAL COSTS (no cap)**

Please note that grant recipients distributing funds to contractors must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

<b>Contractor Name or Type of Contractor</b> <small>(individual, organization, or TBD Name)</small>	<b>Contractual Service</b> <small>(description of cost/ service for project)</small>	<b>Spend \$\$ When</b> <small>Month range or Throughout duration of project</small>	<b>\$\$ Amount Required</b>

		<i>Total Contractual Costs</i>	<i>\$0.00</i>
		<i>Percent of Total Proposed Award Amount</i>	<i>0.00%</i>

**BUDGET CATEGORY 7: OTHER COSTS (no cap)**

Please note that grant recipients distributing mini grants must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.  
 i.e. Registration fees (e.g. trainings), Stipends for project participants, Publication/printing costs, Mini grants

Item	Item Purpose (describe the cost's purpose in the project)	Spend \$\$ When Month range or Throughout duration of project	\$\$ Amount Required
		<i>Total Other Costs</i>	<i>\$0.00</i>
		<i>Percent of Total Proposed Award Amount</i>	<i>0.00%</i>

**TOTAL DIRECT COSTS \$202,550.00**

**BUDGET CATEGORY 8: INDIRECT COSTS (max. 30% of direct costs)**

% of Direct Costs	Spend \$\$ When Month range or Throughout duration of project	\$\$ Amount Required
		\$10,000.00
		<i>Total Indirect Costs</i>
		<i>\$10,000.00</i>
		<i>Percent of Direct Costs</i>
		<i>4.94%</i>

**GRAND TOTAL (must match proposed award amount) \$212,550.00**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** October 02, 2024

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

### **Increase of Hours and Abolishment of Positions (Torres/Fuentes)**

---

#### **Increase of Hours**

A five hour and forty-five 183-day Paraeducator Special Education position number 9204 to be established at Ramona School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

#### **Abolish**

A five hour and forty-five minutes 180-day Campus Assistant position number 3107 to be abolished at McKinna School. This position will be abolished due to lack of work.

A four hour 180-day Campus Assistant position number 10163 to be abolished at Chavez School. This position will be abolished due to lack of work.

A six hour and forty-five minutes 183-day Paraeducator Special Education position 12165 to be abolished at Soria School. This position will be abolished due to lack of work.

An eight hour 246-days Custodian position 12571 to be abolished at Enrichment and Special Programs. This position will be abolished created in error.

#### **FISCAL IMPACT:**

Cost for 1 Paraeducator Special Education position \$5,734.00 SPED funds (Increase of Hours)

Savings for 2 Campus Assistant positions \$56,896.00 LCFF funds. (Abolish positions)

Savings for 1 Paraeducator Special Education \$63,612.00 SPED funds (Abolish position)

Savings for 1 Custodian position \$84,212.00 ELOP funds. (Abolish position)

#### **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 increase of hours and abolishment of positions as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** October 02, 2024

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

### **Personnel Actions (Torres/Fuentes)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Action Item 10.02.2024 \(1 pg\).pdf](#)  
[Certificated Action Item 10.02.2024 \(1 pg\).pdf](#)

**New Hires**

Camarena, Krystal K	Office Assistant II, 8 hrs./203 days	09/09/2024
Fernandez, Mariela	Mental Health Clinician, 8 hrs./221 days	09/03/2024
Gorospe, Erin M	Accounting Manager/Internal Auditor 8 hrs./246 days	09/11/2024
Hernandez, Simon R	Custodian, 8 hrs./246 days	09/12/2024
Ibarra Diaz, Pamela G	School Office Manager, 8 hrs./210 days	09/03/2024
Prado Mares, Gabriela	School Occupational Therapist, 8 hrs./203 days	09/09/2024
Rivera, Ixayali C	Paraeducator – General Education, 8 hrs./183 days	08/29/2024
Vega Osornio, Jacob	Paraeducator - General Education, 8 hrs./183 days	08/30/2024

**Limited Term/Substitutes**

Hernandez, Maria D	Clerical (Substitute)	09/09/2024
Jimenez, Inez V	Campus Assistant (Substitute)	09/06/2024
Jimenez, Isaac	Campus Assistant (Substitute)	09/10/2024
Lopez, Yazmin	Paraeducator (Substitute)	09/09/2024

**Promotions**

Gonzalez, Patricia M	Attendance Accounting Specialist I, 8 hrs./246 days	09/09/2024
	Attendance Accounting Technician, 8 hrs./210 days	

**Transfers**

Ahumada, Luz E	Campus Assistant, 5.75 hrs./180 days	08/15/2024
Castaneda, Sonia L	Paraeducator – General Education, 6 hrs./183 days	09/23/2024
Chavez, Nina	Campus Assistant, 5.75 hrs./180 days	09/16/2024
Lopez, Ana S	Paraeducator – General Education, 6 hrs./183 days	09/03/2024
Magdaleno, Berta C	Health Care Technician, 7 hrs./183 days	08/29/2024
Viveros, Wendy	Secretary, 8 hrs./246 days	09/23/2024

**Resignations**

Hall, Andrea	Health Care Technician 8 hrs./183 days	09/06/2024
Limon, Giselle	Health Assistant, 5.75 hrs./180 days	09/10/2024
Lucero, Deserie	Child Nutrition Worker, 5 hrs./185 days	09/05/2024
Ramirez, Melani	Secretary, 8 hrs./246 days	09/20/2024
Tellez, Teresa A	Child Nutrition Worker, 5 hrs./185 days	09/10/2024

**Retirement**

Camarena, Celina	Office Assistant II, 8 hrs./246 days	09/06/2024
------------------	--------------------------------------	------------

**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**

Acosta, Richard	Teacher, TOSA	2024/2025 School Year
Castillo, Luz	Intervention Service Provider	2024/2025 School Year
Guillaume, Linda	Intervention Service Provider	2024/2025 School Year
Nelson, Kayla	Teacher, TOSA	2024/2025 School Year
Perez, Christina	Intervention Service Provider	2024/2025 School Year
Ramirez, Melani	Speech Therapist	2024/2025 School Year
Terpenny, Allison	Teacher Multiple Subject	2024/2025 School Year
Bertrand, Vicky	Substitute Teacher	2024/2025 School Year
Esquivel, Ronaldo	Substitute Teacher	2024/2025 School Year
Gonzales, Omar	Substitute Teacher	2024/2025 School Year
Magana, Martha	Substitute Teacher	2024/2025 School Year
Moraga, Amrie	Substitute Teacher	2024/2025 School Year
Perez, Kimberly	Substitute Teacher	2024/2025 School Year
Puga, Levi	Substitute Teacher	2024/2025 School Year
Pulido, Jeremy	Substitute Teacher	2024/2025 School Year
Rudolph, Collin	Substitute Teacher	2024/2025 School Year
Venegas, Melissa	Substitute Teacher	2024/2025 School Year

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Amendment #1 to Agreement #24-29 – Amergis Healthcare Staffing (DeGenna/Jefferson)**

---

At the Board Meeting on June 26, 2024, the Board of Trustees approved agreement #24-29 with Amergis Healthcare Staffing to provide supplemental staffing for Special Education to the Oxnard School District on an “as needed” basis for identified special education and general education students.

Amendment #1 is needed to increase the total allocated amount for the 2024-2025 fiscal year by \$3,000,000.00. For a new total agreement, the amount is \$5,000,000.00.

#### **FISCAL IMPACT:**

\$3,000,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-29 with Amergis Healthcare Staffing.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 page\)](#)

[Agreement #24-29, Amergis Healthcare Staffing \(15 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #24-29  
with  
Amergis Healthcare Staffing Inc.  
October 2, 2024**

At the Board Meeting of June 26,2024, the Board of Trustees approved the agreement #24-29 with Amergis to provide supplemental staffing for Special Education Services to the Oxnard School District on an “as needed” basis for identified special education and general education students.

Amendment #1 is needed to increase the total allocated amount for the 2024-2025 fiscal year by \$3,000,000.00. For a new total agreement amount of \$5,000,000.00.

**AMERGIS HEALTHCARE STAFFING INC.**

By: \_\_\_\_\_  
(name of agency representative)

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

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes, Director, Purchasing

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



# SERVICES AGREEMENT

N/A

Requisition Number

**24-29**

Contract Number

N/A

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 26th day of June, 2024, by and between Oxnard School District (hereinafter referred to as "District") and Amergis Healthcare Staffing, Inc., (hereinafter referred to as "Provider.")

## PROVIDER.

Amergis Healthcare Staffing, Inc.

Provider

7223 Lee Defrost Dr.

Street Address

Columbia, MD 21046

City, State, Zip code

805-858-9739

Telephone Number

Fax Number

carbaldac@amergis.com

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.

**24-29**

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").

District, at District'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 July 1, 2024, and terminate on June 30, 2025. 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.

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 affect. 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 (3<sup>rd</sup>) 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:

Oxnard School District  
District  
Attn: Danielle Jefferson  
1051 South A Street  
Street  
Oxnard, CA 93030  
City, State, Zip Code

Amergis Healthcare Staffing, Inc.  
Provider  
Attn: Carina Baldacchino  
7223 Lee Defrost Dr.  
Street  
Columbia, MD 21046  
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



- 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

By: *Lisa A. Franz*  
Signature *9-28-24*

Lisa A. Franz  
Name

Director, Purchasing  
Title

Amergis Healthcare Staffing, Inc.

Provider

DocuSigned by:  
*Austin Koehn*  
Signature

Austin Koehn  
Name

Assistant Controller  
Title

## STATEMENT OF WORK

### DESCRIPTION OF WORK:

Provide Supplemental Staffing "as needed" per attached Rate Sheet 2024-2025.

### WORK SCHEDULE:

Per District Calendars - July 1, 2024 through June 30, 2025

**24-29**

Contract Number

Page 12 of 15

## SCHEDULE OF FEES

### FEES:

Compensation for Services	\$ <u>2,000,000.00</u>
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ <u>2,000,000.00</u>
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/Time Sheets to be submitted monthly to [a4hernandez@oxnardsd.org](mailto:a4hernandez@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Terms are Net 30.

### ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C  
REQUIRED CERTIFICATIONS

Services Agreement Dated: June 26, 2024  
Provider: Amergis Healthcare Staffing, Inc.

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.

Austin Koehn                      Assistant Controller

Name/ Title of Authorized Representative	
DocuSigned by: <i>Austin Koehn</i>	26-Jun-24
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.

Austin Koehn                      Assistant Controller

Name/ Title of Authorized Representative	
DocuSigned by: <i>Austin Koehn</i>	26-Jun-24
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: 

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-117 – School Yard Rap (Fox/Shea)**

---

School Yard Rap will provide live performances at all 20 schools in the Oxnard School District. The performances include hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity.

Term of the Agreement: October 7-9, 2024 and February 3-4, 2025

#### **FISCAL IMPACT:**

Not to exceed \$230,000.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-117 with School Yard Rap.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-117, School Yard Rap \(4 Pages\)](#)  
[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



# SCHOOL YARD RAP: OXNARD SCHOOL DISTRICT

## YEAR LONG PARTNERSHIP PROPOSAL

### SCHOOL YARD RAP

School Yard Rap was founded in 2015 and specializes in creating educational content and curriculum through the lens of History. Our mission is to drastically improve the educational experiences of learners of all ages by providing curriculum, content, music, and professional development that uplifts the narratives of minorities. We work to build awareness, knowledge, and competencies for excellence and equity in schools and communities.

We Believe students need to have moments to celebrate their culture and identity. Students need to be made aware of the positive contributions of a diverse community. Students need to be aware of social-emotional issues and solutions that would benefit them and their community. These things need to be taught in an inclusive and entertaining fashion by a professional able to handle diverse questions and populations.

School Yard Rap's live performance comprises incredible hip-hop music along with visuals that inform and excite the student population about the history, social-emotional health, mental health, and experiences of many populations. Celebrating the accomplishments of African Americans, Latinos, Latinas, Chicanos, and Women.

### PROPOSAL PLAN

#### Fall 2024

School Site Assemblies subject - Latino/a History (20 school sites, 40 assemblies) - October 7th -9th)

#### Spring 2025

School Site assemblies subject - Black History (20 school sites, 40 assemblies) -February 3rd-February 4th

### COST

**Total: \$230,000**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-118 – Mindset Academy by SWEAT III (Fox/Ordaz)**

---

Mindset Academy by Sweat III will provide training on student mindset development, student engagement, and emotional intelligence to staff, students, and parents. The goal of this training is to help students develop social emotion, student voice, and character development, as well as improve school culture and climate.

Term of Agreement: October 03, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$42,540.00 – Title 1 (\$36,330.00) & Supplemental Concentration (\$6,210.00)

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Curren School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-118 with Mindset Academy by SWEAT III.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-118, Mindset Academy by SWEAT III \(4 pages\)](#)  
[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

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and  
Bernice Curren K-8 School

This agreement specifies the expectations of the partnership between Bernice Curren k-8 School and MINDSET ACADEMY by SWEAT III 408 4<sup>TH</sup> St West Sacramento, CA 95605. The partnership takes effect upon approval through May 2025

**Student Assembly/ Mindset Academy Workshops**

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

**Student Workshops**

- Group Tier 1 workshops
- 1 on 1 Tier 2 Behavior Intervention
- Provide Materials
- Organize Structured Activities & Exercises

**Parent Workshops**

- 5 parent workshops
- Goal Setting
- SEL, Parent Engagement & Involvement

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

**Responsibilities of Contractor:**

***Mindset Academy by SWEAT III***

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 12 days or service total
- Materials and Travel

**Responsibilities of Bernice Curren K-8 School**

- Secure the amount of \$42,540.00
  - Will be invoiced in 2 amounts of \$21,270.00
- Services will be provided upon approval through May 2025

Signatures:

  
\_\_\_\_\_  
Mindset Academy Program Representative

Date: 7/30/24

\_\_\_\_\_  
(Site/School) Representative

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

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

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

### **Approval of Agreement #24-119 – Ventura Counseling and Wellness Center (Fox/Nocero)**

---

Ventura Counseling and Wellness Center will provide drug and alcohol counseling to students in 6th, 7th, and 8th grades at Oxnard School District campuses. Counselors from Ventura Counseling and Wellness Center will deliver trauma-informed, individualized, and group counseling to assist students in need. They will employ a range of trauma-informed, evidence-based techniques to deliver these services.

Term of Agreement: October 3, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$53,693.00 – LCSSP Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-119 with Ventura Counseling and Wellness Center.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-119, Ventura Counseling and Wellness Center \(15 Pages\)](#)  
[Scope of Work \(4 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) 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



- 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:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

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: \_\_\_\_\_

**Ventura Counseling & Wellness Center (VCWC)** believes that every student can benefit from counseling and support services.

VCWC counselors are a trusted and capable source of trauma-informed support for the Oxnard School District community. We create partnerships with students, parents, teachers, and administrators to help students achieve their goals. We work with parents to improve communication and provide therapeutic interventions and guidance. We promote student success in the classroom by focusing on the critical connection between a student's mental health and their ability to effectively take advantage of learning opportunities. Our counselors will work to empower students to become their own advocates and further their growth in all areas.

During counseling sessions, counselors utilize a variety of trauma-informed, evidence-based practices to:

- Reduce the use of substance abuse by improving communication and alternative coping skills
- Strengthen students' sense of self, self-esteem, and self-efficacy
- Promote positive behavior change
- Improve skills regarding interpersonal relational functioning
- Identify goals and effective paths to achieve goals
- Improve students' ability to identify, differentiate and verbalize emotions
- Help parents to better support their children's needs

### **Direct Services**

Ventura Counseling & Wellness counselors provide trauma-informed, one-on-one, and/or group counseling to support students experiencing difficulties, some of which may include:

- Substance use
- Depression
- Anxiety
- Trauma Recovery
- Anger Management
- Gender Identity & LGBTQIA+ issues
- Social skills
- Attention Difficulties
- Relational Functioning
- Difficulty Adjusting to School/Classroom
- Impulsive Behaviors
- Grief & Loss
- Blended Family Issues
- Peer Relationships

### **Pricing/ Quote for services**

The contract will include a first month cost of \$3693.00 in order to cover the cost of the excess limits policy requested for adequate insurance coverage. Thereafter, VCWC clinician(s)

will be on the Oxnard School District campus for a maximum of 10 hours per each academic week during the term of this contract, providing direct service hours under the scope outlined within this contract. The cost of these direct services will be \$25,000.00 per academic semester. Contract may be reevaluated midyear in order for revision. Contract is not able to be revised prior to this midyear evaluation. Invoices will be submitted at the end of each academic month and will reflect services provided at the rate of \$6,250.00/month (per school) for 10 services hours/week, which includes 40-45 minutes of direct service per student, time for clinical notes, consultation, coordination at the school site, clinical supervision, and/or any of the additional service capacities outlined within this contract. In addition there will be a cost of \$843.00 for insurance fees totaling \$7093.00/month (per school).

## **OXNARD SCHOOL DISTRICT AND VENTURA COUNSELING & WELLNESS CENTER**

This is to establish terms of the working agreement between Ventura Counseling & Wellness Center, DBA of West Valley Counseling Center, a non-profit 501c3 corporation (WVCC), and Oxnard School District for the 2024/25 academic year, beginning on October 9, 2024 and ending on June 6, 2025.

VCWC will provide the services of Masters and post-Masters level clinicians for 10 direct, trauma-informed, service hours provided weekly (individual and/or group counseling) on the Oxnard School District campus. Clinicians will be placed on-campus and hours will be utilized based on the unique needs of Oxnard School District campus. The focus of these services will mainly address issue pertaining to substance use. The primary referral to seek counseling services by VCWC provider will be students who have been, or are facing, suspension(s) due to drug use and/or possession.

Additionally, as needed, the staff of VCWC will be available for the following services:

- Consultation with teachers and/or other school staff
- Classroom & Faculty presentation
- Provide & coordinate referrals to other agency or community resources

VCWC will provide supervision, training, and support for all clinicians to perform competent professional services to the students and families of the Oxnard School District campus.

VCWC guarantees that all clinicians assigned to the school are legally able to provide psychotherapy and counseling services in the State of California. VCWC will be responsible for providing liability and malpractice insurance for all VCWC clinicians assigned to the school.

VCWC staff will be fingerprinted and cleared by the California Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and/or the Child Abuse Central Index (CACI) fingerprint response system (Live Scan) prior to the start of their assignment. VCWC agrees to ensure that we will include these clearances.

The contract will include a first month cost of \$3693.00 in order to cover the cost of the excess limits policy requested for adequate insurance coverage. Thereafter, VCWC clinician(s) will be on the Oxnard School District campus for a maximum of 10 hours per each academic

week during the term of this contract, providing direct service hours under the scope outlined within this contract. The cost of these direct services will be \$25,000.00 per academic semester. Contract may be reevaluated midyear in order for revision. Contract is not able to be revised prior to this midyear evaluation. Invoices will be submitted at the end of each academic month and will reflect services provided at the rate of \$6,250.00/month (per school) for 10 services hours/week, which includes 40-45 minutes of direct service per student, time for clinical notes, consultation, coordination at the school site, clinical supervision, and/or any of the additional service capacities outlined within this contract. In addition there will be a cost of \$843.00 for insurance fees totaling \$7093.00/month (per school).

  
\_\_\_\_\_  
Sharon Burnett, PhD Executive Director

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Academic Agreement

**Approval of Agreement #24-120 – Read.Write.Think., LLC (Fox/Valdovinos)**

---

Provide on-site Literacy Professional Study for TK-8th grade teachers.

Term of Agreement: October 3, 2024 through June 30, 2025

**FISCAL IMPACT:**

\$59,400.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-120 with Read.Write.Think., LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-120, Read.Write.Think., LLC \(4 Pages\)](#)  
[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

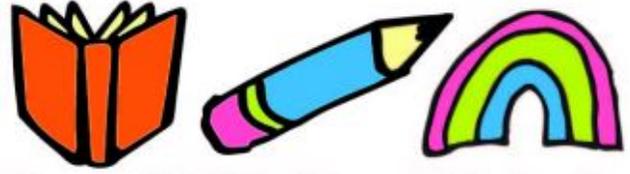
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ESTIMATE

Read. Write. Think., LLC  
2512 28th Street #101  
Santa Monica, CA 90405

hello@readwritethinkwithrenee.com  
+1 (315) 264-6883



## Bill to

Carlos Valdovinos  
Lemonwood School-Oxnard

## Ship to

Carlos Valdovinos  
Lemonwood School-Oxnard

## Estimate details

Estimate no.: 1046  
Estimate date: 08/15/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Services (Onsite)</b>	TK - 8 Literacy Professional Study - Twenty-seven (27) days, starting after Oct. 3, 2024. Reading, Writing, Word Study.	27	\$2,200.00	\$59,400.00
					<b>Total</b>	<b>\$59,400.00</b>

Accepted date

Accepted by

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Academic Agreement

**Approval of Agreement #24-121 – Read.Write.Think., LLC (Fox/Anguiano)**

---

Provide on-site Literacy Professional Study for TK-8th grade teachers.

Term of Agreement: October 3, 2024 through June 30, 2025

**FISCAL IMPACT:**

\$66,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-121 with Read.Write.Think., LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-121, Read.Write.Think., LLC \(4 Pages\)](#)  
[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

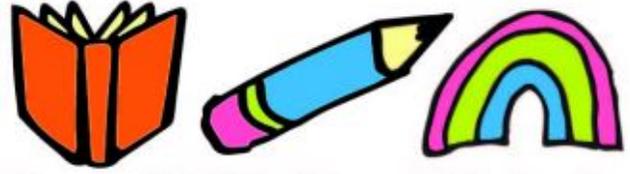
**Oxnard School District**

Director, Purchasing	Signature	Date

# ESTIMATE

Read. Write. Think., LLC  
2512 28th Street #101  
Santa Monica, CA 90405

hello@readwritethinkwithrenee.com  
+1 (315) 264-6883



## Bill to

Bertha Anguiano  
Cesar E. Chavez School-Oxnard

## Ship to

Bertha Anguiano  
Cesar E. Chavez School-Oxnard

## Estimate details

Estimate no.: 1041-Rev.  
Estimate date: 08/12/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Services (Onsite)</b>	TK - 8 - Literacy Professional Study, Thirty (30) days. Includes: On-site lab demonstrations, curriculum planning and mapping, starter kit of curriculum guide resources.	30	\$2,200.00	\$66,000.00
<b>Total</b>						<b>\$66,000.00</b>

Accepted date

Accepted by

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)**

---

Provide CPR/AED and First Aid training to the Special Education Department Para educator staff at Oxnard School District. Certification is valid for 2 years, and classes typically run from 4-6 hours.

Terms of Agreement: October 14, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$12,350.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-122 with Action Preparedness Training.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-122, 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 for Service  
Oxnard School District Paraeducators

August 27, 2024

Action Preparedness Training offers OSHA and EMSA compliant CPR /AED and First Aid training classes to OSD Paraeducator staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) Scope of Work: APT will provide CPR/AED and First Aid training to OSD Paraeducator staff. Training will be held onsite at OSD facilities. A certification card valid for 2 years will be issued for all students that successfully complete the course.
- B. ) Cost: \$65 per OSD staff member
- C. ) Minimum number of students per session: 10

Glenda Mahon-EMT  
Owner

[805] 340-6333

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** October 02, 2024

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

### **Approval of Agreement #24-127 – Center for Teaching for Biliteracy (Fox/Cordes)**

---

Provide virtual 1:1 check-in sessions with the Director of Teaching and Learning in order to support the OSD DLI Principals.

Term of Agreement: October 3, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$8,250.00 – Title II

#### **RECOMMENDATION:**

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-127 with the Center for Teaching for Biliteracy.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-127, Center for Teaching for Biliteracy 2024-2025 \(4 Pages\)](#)  
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

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



**Agreement**

Center for Teaching for Biliteracy, LLC (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the “District”) desire to enter in this Agreement subject to the following terms and conditions:

**1. Scope of Services: 2. Consultant fee and expenses:**

<b>Online, virtual consultation services.</b>		
<p>The participant will need to engage from their own device.            Any additional participants will need to be discussed and agreed upon ahead of time.            These online consultations will also include access to pre-recorded webinars, videos, and other resources that the participants can engage with either before or after the live session.</p>		
<b>Date</b>	<b>Focus</b>	<b>Fee, inclusive of all expenses</b>
TBD	Virtual 1:1 check-in sessions with the <b>OSD Director of Teaching and Learning</b> that supports the OSD DLI Principals (Each session is 2 hours)	<b>\$2750 each</b>
November 8, 2024		<b>\$8250 total for all three sessions</b>
March 25, 2025		

**3. Independent Contractor.**

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor’s services will be consistent with generally accepted industry standards for the Contractor’s customary services and products; and
- c. Terminate the Contractor’s current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Combine its business operations in any way with the Contractor’s business, but instead both Parties will maintain their own operations as separate and distinct.

**4. Intellectual Property.** Neither party shall acquire any rights, either express or implied, to the intellectual property of the other unless expressly acknowledged in writing as a “Work For Hire” in this Agreement or another written Agreement between the parties.

**5. No Construction Against Drafting Party.** The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

**6. Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

**7. Termination of Agreement.** Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

**8. Cancellation** In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0. In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 1000.00

Center for Teaching for Biliteracy, LLC.  
An Illinois corporation

By: \_\_\_\_\_ date \_\_\_\_\_  
Melody Wharton

Its: Member

Oxnard School District Representative

Signature \_\_\_\_\_ date \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone number \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #24-128 - 2 Teach Global (DeGenna/Jefferson)**

---

Professional development training for the Special Education Administration, which includes: virtual coaching, observation sessions followed by debriefs, and both on-site and online instructional strategies. These services are designed for ongoing support and improvement and will be implemented over the next four fiscal years.

Terms of Agreement: October 3, 2024 through October 2, 2028

#### **FISCAL IMPACT:**

\$261,905.00 – Special Education Funds

Year 1 - \$93,375.00

Year 2 - \$58,730.00

Year 3 - \$67,500.00

Year 4 - \$42,300.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #24-128 with 2 Teach Global.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-128, 2 Teach Global \(15 Pages\)](#)  
[Estimate \(8 Pages\)](#)



# 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 (3<sup>rd</sup>) 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



- 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:**

Send invoices to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org)  
Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

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: \_\_\_\_\_

# ESTIMATE

2Teach Global  
701 Monumental Ave  
Williamsburg, VA 23185

djanderson@2teachllc.com  
+1 (410) 693-8987



## Danielle Jefferson

**Bill to**  
Danielle Jefferson  
Oxnard School District

**Ship to**  
Danielle Jefferson  
Oxnard School District

### Estimate details

Estimate no.: 1113E  
Estimate date: 06/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Year 1 Services 2024-25			
2.		<b>Honorarium</b>	3 Days of Professional Development: Day 1 Co-Teaching 101; Day 2 Co-Planning; Day 3 Role of the Admin (Half day) & Role of the Paraprofessional (Half Day). 2 Associates for 2 Days and 1 Associate for last day. All Inclusive of travel and per diem.	5	\$5,000.00	\$25,000.00
3.		<b>Honorarium</b>	Fall 2024: 4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
4.		<b>Honorarium</b>	Virtual Coaching Support Subscription for 10 Co-teaching Teams. Includes Protege Application. Invoiced 2x per year - Dec 2024 & April 2025	10	\$700.00	\$7,000.00
5.		<b>Honorarium</b>	(1) 1 Hour Webinars with Co-teaching Teams.	1	\$750.00	\$750.00
6.		<b>Honorarium</b>	Winter 2024: 4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
7.		<b>Honorarium</b>	Spring 2025: 4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
8.		<b>Honorarium</b>	1 Day Onsite: Admin/TOSA Professional Development on Observing Co-taught	1	\$5,000.00	\$5,000.00

classrooms

---

9.	<b>Honorarium</b>	1 Day of Professional Development delivered virtually: Behavior Management in the Collaborative Classroom	1	\$4,000.00	\$4,000.00
10.	<b>Honorarium</b>	3 Hours End of Year Wrap up & Planning for Next Year Session. Delivered Virtually	0.5	\$4,000.00	\$2,000.00
11.	<b>Sales</b>	Multi Year 10% Discount	1	-\$10,375.00	-\$10,375.00
				<b>Total</b>	<b>\$93,375.00</b>

---

### Note to customer

CANCELLATION POLICY. Cancellation or postponement/rescheduling of service(s) made within 30 days before scheduled date, Client will be invoiced for all incurred travel expenditures. For cancellations or postponement/rescheduling of service(s) made within 7 days of scheduled date, Client will be invoiced 50% of the contracted rate and invoiced for all incurred travel expenditures (unless travel was included in the contracted rate). If the last-minute cancellation/postponement is due to a "Force Majeure," only expended expenses that cannot be recuperated will be invoiced

# ESTIMATE

2Teach Global  
701 Monumental Ave  
Williamsburg, VA 23185

djanderson@2teachllc.com  
+1 (410) 693-8987



## Danielle Jefferson

**Bill to**  
Danielle Jefferson  
Oxnard School District

**Ship to**  
Danielle Jefferson  
Oxnard School District

### Estimate details

Estimate no.: 1114E  
Estimate date: 06/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Year 2 Services 2025-26			
2.		<b>Honorarium</b>	1 Day of Professional Development: Co-teaching 201. All Inclusive of travel and per diem.	1	\$5,000.00	\$5,000.00
3.		<b>Honorarium</b>	1 day Professional Development: Specially Designed Instruction Strategies 101 (SPED co-teacher only). All Inclusive of travel and per diem.	1	\$5,000.00	\$5,000.00
4.		<b>Honorarium</b>	Virtual Coaching Support Subscription for 10 Co-teaching Teams. Includes Protege Application. Invoiced 2x per year - Dec 2025 & April 2026	10	\$700.00	\$7,000.00
5.		<b>Honorarium</b>	Fall 2025: 4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
6.		<b>Honorarium</b>	1 Day Onsite: Admin/TOSA Professional Development on Observing Co-taught classrooms. No Charge this is embedded during onsite observations.	1	\$0.00	\$0.00
7.		<b>Honorarium</b>	Three 1-hour on-line professional learning sessions (1 hour per school) for co-teachers using CTIME process for continuous improvement	0.5	\$4,000.00	\$2,000.00
8.		<b>Honorarium</b>	(1) 1 Hour Webinars with Co-teaching Teams.	1	\$750.00	\$750.00

9.	<b>Honorarium</b>	Spring 2026: 4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
10.	<b>Honorarium</b>	2 Virtual webinars spread out over semester. Topics TBD from Observation Results.	2	\$750.00	\$1,500.00
11.	<b>Honorarium</b>	Three 1-hour on-line professional learning sessions (1 per school) for co-teachers using CTIME process for continuous improvement	0.5	\$4,000.00	\$2,000.00
12.	<b>Honorarium</b>	3 Hours End of Year Wrap up & Planning for Next Year Session. Delivered Virtually	0.5	\$4,000.00	\$2,000.00
13.	<b>Sales</b>	Multi-Year Discount 10%	1	-\$6,520.00	-\$6,520.00

**Total** **\$58,730.00**

### Note to customer

CANCELLATION POLICY. Cancellation or postponement/rescheduling of service(s) made within 30 days before scheduled date, Client will be invoiced for all incurred travel expenditures. For cancellations or postponement/rescheduling of service(s) made within 7 days of scheduled date, Client will be invoiced 50% of the contracted rate and invoiced for all incurred travel expenditures (unless travel was included in the contracted rate). If the last-minute cancellation/postponement is due to a "Force Majeure," only expended expenses that cannot be recuperated will be invoiced

# ESTIMATE

2Teach Global  
701 Monumental Ave  
Williamsburg, VA 23185

djanderson@2teachllc.com  
+1 (410) 693-8987



## Danielle Jefferson

**Bill to**  
Danielle Jefferson  
Oxnard School District

**Ship to**  
Danielle Jefferson  
Oxnard School District

### Estimate details

Estimate no.: 1115E  
Estimate date: 06/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Year 3 Services 2026-27			
2.		<b>Honorarium</b>	Multiple Associates conduct full diagnostic of current co-teaching implementation at schools o Meeting with principal & administrators o Meetings with department chairs o Interviews with teacher & students o Classroom Observations Comprehensive Diagnostic Report 3 Schools with 3 Associates on Each Team	3	\$15,000.00	\$45,000.00
3.		<b>Honorarium</b>	Virtual Coaching Support Subscription for 10 Co-teaching Teams. Includes Protege Application. Invoiced 2x per year - Dec 2025 & April 2026	10	\$700.00	\$7,000.00
4.		<b>Honorarium</b>	Fall 2 Days of Virtual Facilitation of CTIME Microteaching	2	\$4,000.00	\$8,000.00
5.		<b>Honorarium</b>	1 Day Professional Development: Specially Designed Instruction Strategies 102 (All teachers). All Inclusive of travel and per diem.	1	\$5,000.00	\$5,000.00
6.		<b>Honorarium</b>	Spring: Fall 2 Days of Virtual Facilitation of CTIME Microteaching	2	\$4,000.00	\$8,000.00
7.		<b>Honorarium</b>	3 Hours End of Year Wrap up & Planning for Next Year Session. Delivered Virtually	0.5	\$4,000.00	\$2,000.00

**Total**

**\$67,500.00**

**Note to customer**

CANCELLATION POLICY. Cancellation or postponement/rescheduling of service(s) made within 30 days before scheduled date, Client will be invoiced for all incurred travel expenditures. For cancellations or postponement/rescheduling of service(s) made within 7 days of scheduled date, Client will be invoiced 50% of the contracted rate and invoiced for all incurred travel expenditures (unless travel was included in the contracted rate). If the last-minute cancellation/postponement is due to a "Force Majeure," only expended expenses that cannot be recuperated will be invoiced

# ESTIMATE

2Teach Global  
701 Monumental Ave  
Williamsburg, VA 23185

djanderson@2teachllc.com  
+1 (410) 693-8987



## Danielle Jefferson

**Bill to**  
Danielle Jefferson  
Oxnard School District

**Ship to**  
Danielle Jefferson  
Oxnard School District

### Estimate details

Estimate no.: 1116E  
Estimate date: 06/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Year 4 Services 2027-28			
2.		<b>Honorarium</b>	4 Days of Onsite Observations and Debrief Sessions. All Inclusive of travel and per diem.	4	\$5,000.00	\$20,000.00
3.		<b>Honorarium</b>	Fall 2 Days of Virtual Facilitation of CTIME Microteaching	2	\$4,000.00	\$8,000.00
4.		<b>Honorarium</b>	Virtual Coaching Support Subscription for 10 Co-teaching Teams. Includes Protege Application. Invoiced 2x per year - Dec 2025 & April 2026	10	\$700.00	\$7,000.00
5.		<b>Honorarium</b>	Fall Half Day Virtual Technical Assistance.	0.5	\$4,000.00	\$2,000.00
6.		<b>Honorarium</b>	Spring: Fall 2 Days of Virtual Facilitation of CTIME Microteaching	2	\$4,000.00	\$8,000.00
7.		<b>Honorarium</b>	3 Hours End of Year Wrap up & Planning for Next Year Session. Delivered Virtually	0.5	\$4,000.00	\$2,000.00
8.		<b>Sales</b>	Multi-Year Discount 10%	1	-\$4,700.00	-\$4,700.00

**Total** **\$42,300.00**

### Note to customer

CANCELLATION POLICY. Cancellation or postponement/rescheduling of service(s) made within 30 days before scheduled date, Client will be invoiced for all incurred travel expenditures. For cancellations or postponement/rescheduling of service(s) made within 7 days of scheduled date, Client will be invoiced 50% of the contracted rate and invoiced for all incurred

travel expenditures (unless travel was included in the contracted rate). If the last-minute cancellation/postponement is due to a "Force Majeure," only expended expenses that cannot be recuperated will be invoiced

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #2 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)**

---

At the Board meeting of November 2, 2022, the Board of Trustees ratified Agreement #22-163 with the County of Ventura and Oxnard School District, in the amount of \$834,624.00, to provide Special Education Home and School-Based Mental Health Services on an as-needed basis per IEP's during the 2022-2023 school year.

On September 6, 2023, the Board of Trustees approved Amendment #1 as a ratification, which would extend agreement #22-163 to another one-year term for the 2023-2024 fiscal year to continue an array of services to Special Education Home and School-Based Mental Health students on as needed basis per IEP.

Amendment #2 is needed to extend agreement #22-163, for the final one-year term option to extend an array of services and to update the rate sheet to Special Education Home and School-Based Mental Health students on an as-needed basis per IEP for the 2024-2025 fiscal year.

#### **FISCAL IMPACT:**

Not to Exceed: \$840,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #22-163 with the County of Ventura.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #2 \(4 pages\)](#)

[Agreement#22-163, County of Ventura \(VCOE-SELPA\) \(\(9 Pages\)](#)

## Amendment #2 to OSD Agreement #22-163

### SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND OXNARD SCHOOL DISTRICT

This “Second Amendment” to the Memorandum of Understanding for Provision of Special Education Mental Health Services (“MOU”), which became effective July 1, 2022, is made and entered into by and between the County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as “County,” and Oxnard School District, hereinafter referred to as “LEA.”

NOW, THEREFORE, the parties hereby agree that the MOU is amended as follows:

- I. The MOU is extended for the term July 1, 2024 through June 30, 2025, subject to budgetary approval by the governing body of the LEA for FY 2024-25 and the contract extension language detailed in Section 14 (Term) of the MOU.
- II. Effective with respect to the service period commencing July 1, 2024 through June 30, 2025, Section 1 (ARRAY OF SERVICES) of the Agreement is deleted in its entirety and replaced with new Section 1 (ARRAY OF SERVICES):
  - 1. Array of Services:**
    - a. Upon LEA’s request, COUNTY agrees to provide to LEA educationally related specialty mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student’s individualized education program.
    - b. Students eligible to receive educationally related specialty mental health services must already be Special Education eligible or in the assessment process and should have received services based on Ventura County SELPA Social/Emotional Services Continuum prior to ERSSES referral.
    - c. LEA’s will collaborate with VCBH to ensure that VCBH staff is afforded appropriate on-campus access, during school hours, to provide ERSSES. Space will be made available in which confidential therapy sessions can occur. The school district will also provide necessary logistical support at the school site to facilitate the delivery of ERSSES.
    - d. County will inform school districts of clients that are not engaged in services and follow “ERSSES Guidelines for Engaging Students” document. This could result in closing of the ERSSES case by County.
    - e. This MOU is not intended to make COUNTY a "public agency" within the meaning of the Individuals with Disabilities Education Act (IDEA) or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.
    - f. VCBH ERSSES clinicians will access the IEP software system (SIRAS) for the purpose of entering service logs for students served. Each LEA will be responsible for adding the ERSSES clinician as a provider to the appropriate students in SIRAS.

- III. Effective with respect to the service period commencing July 1, 2024 through June 30, 2025, Exhibit "A" (SCHEDULE OF FEES) of the Agreement is deleted in its entirety and replaced with new Exhibit "A" (SCHEDULE OF FEES), attached hereto.
- IV. Except for the modifications described herein, all other modifications and terms and conditions of the MOU shall remain in effect.
- V. This Second Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VI. The parties hereto agree that this Second Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment through their duly authorized representatives as of the last date written below.

**OXNARD SCHOOL DISTRICT**

**COUNTY OF VENTURA**

BY

BY

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(authorized signature)

**Melissa Reyes, Director, Purchasing**

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**95-6002318**

\_\_\_\_\_  
Federal Tax Identification #

**OXNARD SCHOOL DISTRICT**

BY

**N/A**

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\* If a corporation, this Second Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

## Exhibit “A” Schedule of Fees

### Typical Services Delivered

Service Description <sup>1</sup>	<sup>2</sup> Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 5,479.60
Counseling and Guidance Services	30 minutes a month	\$ 2,191.84
Social Work Services	45 minutes a month	\$ 2,191.84
Parent Counseling and Training	15 minutes a month	\$ 1,095.92
Aspiranet COEDs Services <sup>4</sup>		
	SUBTOTAL	\$ 10,959.20
15% indirect cost <sup>5</sup>		\$ 1,643.88
Typical Annual Cost per Student		\$ 12,603.08

<sup>1</sup>Actual Services may vary based on individual need. LEA will be responsible for actual services provided and will be billed based on the hourly rate for practitioner type noted in the table below. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

<sup>2</sup>Typical service level includes direct client care and other time. The amount billed will be based on the direct client care time associated with the corresponding CPT/HCPCS code of the service provided multiplied by the practitioner rate per hour.

<sup>3</sup>Service codes are based on either CPT or HCPCS codes as defined in the Medi-Cal billing manual.

<sup>4</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>5</sup>Indirect costs of 15% will be added to each invoice total.

### RATE SCHEDULE

Practitioner Type for VCBH staff	Rate per hour
Licensed Practitioner of Health Arts (LPHA)	\$ 365.32
Psychologist/Pre-licensed Psychologist	\$ 564.53
Peer Services	\$ 288.60
Mental Health Rehab Specialist	\$ 274.86
Aspiranet COEDs Services <sup>4</sup>	\$-

<sup>5</sup>Indirect costs of 15% will be added to each invoice

<sup>4</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>6</sup>County may adjust rates with 30 days’ notice to LEA.

OSD AGREEMENT #22-163

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL  
EDUCATION MENTAL HEALTH SERVICES

*July 1* This MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL EDUCATION MENTAL HEALTH SERVICES ("MOU") is made and entered into as of ~~November 2~~, 2022 by and among Oxnard School District ("LEA") and the County of Ventura, acting through its Behavioral Health Department ("COUNTY"). Hereinafter, LEA and COUNTY may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Ventura County Special Education Local Plan Area ("SELPA") is part of the Ventura County Office of Education ("VCOE"), which is the local agency responsible for performing functions such as the receipt and distribution of funds, providing administrative support to local education agencies, and coordinating SELPA implementation pursuant to California Education Code section 56195.1(c)(2).

WHEREAS, VCOE SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education in accordance with the federal Individuals with Disabilities Education Act ("IDEA") and California Education Code sections 56195 et seq. and 56205.

WHEREAS, VCOE SELPA previously contracted with COUNTY for the provision of educationally related mental health services, also referred to as Educationally Related Social Emotional Services ("ERSSES"), to students pursuant to individualized education programs on behalf of local education agencies in Ventura County; however, due to a change in law, local education agencies will receive funding directly, rather than through VCOE SELPA, for the provision of educationally related mental health services and therefore now needs to contract directly with COUNTY for the provision of educationally related mental health services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and with regard to the above recitals, the Parties agree as follows:

- 1. Array of Services:** Upon LEA's request, COUNTY agrees to provide to LEA educationally related mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program. This MOU is not intended to make COUNTY a "public agency" within the meaning of the IDEA or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.

## 2. Funding of Services:

- a. Notwithstanding anything in this MOU to the contrary, LEA agrees to reimburse COUNTY for the provision of all educationally related mental health services which it provides pursuant to a student's individualized education program according to the rates set forth in Exhibit "A" (Schedule of Fees), attached hereto and incorporated herein by this reference. The rates set forth in Exhibit "A" (Schedule of Fees) are not set by law but have been negotiated between VCOE and LEA.
  - b. COUNTY will bill LEA for indirect costs using the flat rate of 15% after the total for services has been determined.
  - c. COUNTY will pass through to the LEA the costs, net of other revenue, for Collaborative Educational Services (COEDS) paid by VCBH to Aspiranet for Medi-Cal eligible clients.
  - d. Subject to all applicable laws, COUNTY agrees to use its reasonable best efforts to maximize to the extent possible other sources of county, state, or federal funding, including, but not limited to, funding from Medi-Cal. Such funding and/or reimbursements received by COUNTY for provision of educationally related mental health services shall offset any amount LEA is required to pay under this MOU. COUNTY shall provide LEA a basic accounting of the funding or reimbursements it receives when submitting any invoices to LEA.
  - e. Billing and Payment. COUNTY will invoice LEA on a quarterly basis for all educationally related mental health services performed by COUNTY pursuant to this MOU. COUNTY will send via U.S. Mail the quarterly invoice to LEA within 45 days of the end of each quarter during the term of this MOU. Upon finding that COUNTY has satisfactorily performed the services, LEA shall make payment to COUNTY within 30 days of its receipt of each quarterly invoice.
3. **Privacy:** The Parties acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. Law. No. 14-109), the California Confidentiality of Medical Information Act (Cal. Civ. Code, § 56 et seq.), student records under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g), and under provisions of state law relating to privacy. The Parties shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws and all other applicable confidentiality and privacy laws.
4. **Student Data Privacy:** The Parties acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the LEA pursuant to compliance with all applicable statutes, including the FERPA (20 U.S.C. § 1232g), Protection of Pupil Rights Amendment

("PPRA") (20 U.S.C. 1232h), Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501-6506), Student Online Personal Information Protection Act ("SOPIPA") (Cal. Bus. & Prof. Code, § 22584), California Education Code Section 49073.1, and other applicable California State laws which may be amended from time to time.

## 5. Indemnification:

- a. COUNTY's Indemnity Obligation. To the fullest extent permitted by California law, COUNTY shall at its sole expense indemnify, protect, defend and hold harmless LEA its officers, agents, employees, elected board members, and volunteers from and against any third-party 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 negligence, recklessness, or willful misconduct by COUNTY, its officers, agents, employees or subcontractors. This obligation to indemnify and defend LEA and its members' as set forth herein is binding on the successors and assigns of COUNTY and shall survive the termination of this MOU.
- b. LEA's Indemnity Obligation. To the fullest extent permitted by California law, LEA shall at its sole expense indemnify, protect, defend and hold harmless COUNTY, its officers directors, board of supervisors, employees, agents and volunteers from and against any third-party 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 negligence, recklessness, or willful misconduct by LEA or by any individual or entity for which LEA is legally liable, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on LEA real property while services under this MOU are being rendered at any VCOE site. This obligation to indemnify and defend COUNTY, its providers, employees, and agents as set forth here is binding on the successors and assigns of VCOE and shall survive the termination of this MOU.

## 6. Required Insurance

- a. General Liability Insurance: COUNTY represents to LEA that COUNTY is legally self-insured for its general liability, property damage, and abuse and molestation risk for two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) aggregate. COUNTY's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily

injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the COUNTY or under the COUNTY'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this MOU.

- b. Workers Compensation Insurance. COUNTY is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance. COUNTY shall procure and maintain, during the term of this MOU, professional liability/errors and omissions insurance covering its Providers in the following amounts:
  - \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate.
- d. Automobile Insurance. COUNTY shall procure and maintain, during the term of this MOU, commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance. COUNTY shall procure and maintain, during the term of this MOU, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by COUNTY in this MOU and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. COUNTY will provide to LEA annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with LEA on or before commencement of Services under this MOU.
- g. LEA Named as Additional Insured. COUNTY'S commercial general liability insurance shall name LEA, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by COUNTY for a period of five (5) years following termination of this MOU. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this MOU and will cover COUNTY for all claims made.

- i. **Failure to Procure Insurance.** Failure on the part of COUNTY to procure or maintain required insurance shall constitute a material breach of contract under which LEA may immediately terminate this MOU.

**7. Legal Fees.** In the event COUNTY and/or its Behavioral Health Department is named as a party to an IDEA due process hearing, LEA will pay for the legal fees incurred by COUNTY and/or its Behavioral Health Department.

**8. Non-Exclusivity.** During this term of this MOU, LEA may, independent of its relationship with COUNTY, and without breaching this MOU or any duty owed to COUNTY, contract with other individuals and entities to obtain the same or similar services as COUNTY are rendering for LEA.

During this the term of this MOU, COUNTY may, independent of its relationship with LEA, and without breaching this MOU or any duty owed to LEA, contract with other individuals and entities to render the same or similar services that COUNTY renders for LEA.

**9. Integration.** This MOU represents the entire understanding of LEA and COUNTY as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder, including that certain memorandum of understanding between COUNTY, LEA and VCOE SELPA for the provision of children's special education mental health services executed on or about July 27, 2020. This MOU may not be amended, modified, or altered except as provided in Section 17.

**10. Laws and Venue.** This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

**11. Implementation Responsibility; Force Majeure.**

- a. The signatories of this MOU or their designees shall be responsible for assuring the agreements included in this MOU are implemented.
- b. Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force

majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

- c. Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any force majeure or any condition or contingency listed above.

**12. Third Party Rights.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than LEA and COUNTY.

**13. Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

**14. Term.** This MOU shall be in effect from July 1, 2022 through June 30, 2023. This MOU shall terminate as of the close of business on June 30, 2023. However, this MOU may be extended by mutual written agreement of the parties executed pursuant to Section 17 for two additional one-year periods.

**15. Dispute Resolution.** The Parties agree that the following process will be used to address disputes regarding the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, the Parties will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding mediation. The Parties will use the following process:

- a. A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the Party initiating the dispute ("Initiating Party") to the "Non-Initiating Party" and the mediator.
- b. If the issue is not resolved within 5 business days, then the Initiating Party shall request that the mediator be contacted to schedule a mediation between the Parties.
- c. No later than 30 calendar days after mediation (or such other time agreed to by the Parties), a resolution plan between the Parties will be developed.
- d. The responsible COUNTY and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e. The costs for this service shall be shared equally between the Parties.

**16. Termination.** Either Party may terminate this MOU without cause by giving to the other Party 30 days written notice of such intent to terminate.

**17. Amendment.** This MOU may be amended only by the mutual consent of each Party if such amendment is in written form, is executed with the same formalities as this MOU or in accordance with delegated authority therefor, and is attached to the original MOU to maintain continuity.

**18. Notice.** Any notice, communication, amendments, additions or deletions to this MOU, including change of address of either Party during the term of this MOU, which any Party shall be required or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

<b>If to LEA:</b> Oxnard School District 1051 South A Street Oxnard, Ca 93030 Attn: Danielle Jefferson PHONE: (805) 385-1501 x 2175 EMAIL: djefferson@oxnardsd.org	<b>If to COUNTY:</b> VENTURA COUNTY BEHAVIORAL HEALTH ATTN: [PLACEHOLDER] CURTIS HEATH, CONTRACTS 1911 Williams Drive, No. 200 Oxnard, CA 93036 PHONE: (805) 991-7551 EMAIL: CURTIS.HEATH@VENTURA.ORG
--	--

**19. Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

**20. Digital Signatures.** The Parties agree that this MOU may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and California Civil Code section 1633.7.

**21. Authority to Execute.** Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations set forth in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives in the County of Ventura, California.

**Oxnard School District**

By: Lisa A. Franz

Name: Lisa A. Franz

**COUNTY OF VENTURA**

By: Scott Gilman

Name: SCOTT GILMAN, MSA

Title: Director, Purchasing

Date: 11-3-2022

Title: VCBH DIRECTOR

Date: 11/29/22

## Exhibit "A" Schedule of Fees

### Typical Services Delivered

Service Description <sup>1</sup>	<sup>2</sup> Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 4,536.00
Counseling and Guidance Services	30 minutes a month	\$ 1,512.00
Social Work Services	45 minutes a month	\$ 2,268.00
Parent Counseling and Training	15 minutes a month	\$ 756.00
Aspiranet COEDs Services <sup>3</sup>		
SUBTOTAL		\$ 9,072.00
15% indirect cost <sup>4</sup>		\$ 1,360.80
Typical Annual Cost per Student		\$ 10,432.80

<sup>1</sup>Actual Services may vary based on individual need. LEA will be responsible for only actual services provided and will be billed for actuals by the minute at the rate specified in the rate table attached. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

<sup>2</sup>Typical service level includes face to face and other time.

<sup>3</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>4</sup>Indirect costs of 15% will be added to each invoice total.

### RATE SCHEDULE

Services provided by VCBH	Cost per minute
Individual Counseling	\$ 4.20
Counseling and Guidance Services	\$ 4.20
Social Work Services - Case Management / ICC	\$ 3.10
All other Social Work Services	\$ 4.20
Parent Counseling and Training	\$ 4.20
Aspiranet COEDs Services <sup>3</sup>	\$-

<sup>4</sup>Indirect costs of 15% will be added to each invoice

<sup>3</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>5</sup>County may adjust rates with 30 days' notice to LEA.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #2 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)**

---

At the Board Meeting of November 1, 2023, the Board of Trustees approved Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids in the amount of \$300,000.00, to provide applied behavioral therapy and related services to the Oxnard School District on an “as needed” basis for the Special Education Department for the fiscal year 2023-2024.

Amendment # 1 in the amount of \$800,000.00 is needed to continue supporting students with applied behavioral therapy and related services.

Amendment #2 in the amount of \$89,527.68 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$1,189,527.68.

#### **FISCAL IMPACT:**

\$89,527.68 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #23-169 with Alternative Behavior Strategies, LLC dba/ABS Kids.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #2 \(1 Page\)](#)

[Agreement #23-169, Alternative Behavior Strategies LLC \(16 pages\)](#)

**AMENDMENT #2 TO AGREEMENT #23-169  
with  
ABS Kids  
October 2, 2024**

At the Board Meeting of November 01, 2023, the Board of Trustees approved Agreement # 23-169 with ABS Kids in the amount of \$300,000.00 to provide applied behavioral therapy and related services to the Oxnard School District on an "as needed" basis for the Special Education Department for the fiscal year 2023-2024. Amendment # 1 in the amount of \$ 800,000.00 was needed to continue supporting students with applied behavioral therapy and related services.

**DESCRIPTION:**

Amendment # 2 in the amount of \$ 89,527.68 is needed to close out services for the 2023-2024 fiscal year, for a new total agreement amount of \$1,189,527.68

Grand Total: **\$1,189,527.68** to be paid out of Special Education funds.

ABS Kids

By: \_\_\_\_\_

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

OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_  
Melissa Reyes, Director of Purchasing

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



### SERVICES AGREEMENT

R24-02885  
Requisition Number

P24-02623  
Purchase Order Number

23-169  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of November, 2023, by and between Oxnard School District (hereinafter referred to as "District") and Alternative Behavior Strategies LLC, (hereinafter referred to as "Provider.")

#### PROVIDER.

Alternative Behavior Strategies LLC dba ABS Kids

Provider

16255 Ventura Blvd., Ste. 900

Street Address

Encino, CA 91436

City, State, Zip code

626-658-8947

Telephone Number

Fax Number

apaley@abskids.com

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.

23-169

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 July 23, 2023, and terminate on June 30, 2024. 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 (3<sup>rd</sup>) 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:

Oxnard School District

District

Attn: Danielle Jefferson

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Alternative Behavior Strategies LLC dba ABS Kids

Provider

Attn: Alice Paley

16255 Ventura Blvd., Ste. 900

Street

Encino, CA 91436

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



- 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

By:

Signature

Lisa A. Franz

Name

Director, Purchasing

Title

*Lisa A. Franz*  
*11-3-2023*

Alternative Behavior Strategies LLC dba ABS Kids

Provider

DocuSigned by:  
ADAM SINGER  
Signature

Adam Singer

Name

CEO

Title

## STATEMENT OF WORK

### DESCRIPTION OF WORK:

Provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such students as district may request or be assigned for services.

### WORK SCHEDULE:

As directed by District

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ <u>300,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>300,000.00</u>
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 [cgaribay@oxnardsd.org](mailto:cgaribay@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org), Net 30 terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: November 1, 2023

Provider: Alternative Behavior Strategies LLC dba ABS Kids

**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.

**Adam Singer, CEO**

Name/ Title of Authorized Representative

DocuSigned by:  
**ADAM SINGER**

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.

**Adam Singer, CEO**

Name/ Title of Authorized Representative

DocuSigned by:  
**ADAM SINGER**

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: AS

## 2023 Rate Sheet

o Rates:

- \$112/hr FBA (Functional Behavior Assessment)
- \$82/hr BII (Direct Care)
- \$112/hr BID (Direct Supervision)
- \$155/hr (Psychological/Diagnostic Assessment)
- \$65/hr Last-minute cancellations/no-show
- \$102/hr Bus BII
- \$132/hr Bus BID

o Service Descriptions:

- FBA, Functional Behavior Assessment: Behavior Identification Assessment administered by a behavior analyst or behavior analyst in training. A hypothesized function for each behavior of concern is determined, and associated goals are developed. A recommendation for the intensity and duration of behavioral intervention is also included. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.
- BII, Behavior Intervention Implementation (Direct Care): Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
- BID, Behavior Intervention Development (Direct Supervision): Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
- Psychological/Diagnostic Assessment: Testing administered by a clinical psychologist or psychologist in training. This process includes confirming and ruling out potential specific mental health diagnoses. The standardized assessments to be used are selected by the clinician based upon the patient's presenting problem. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time scoring/interpreting the assessment and preparing the report and clinical recommendations.
- Last minute cancellations/no show: \$65/hr
- Bus BII: \$102/hr
- Bus BID: \$132/hr

Sincerely,

Alice Paley  
Senior Manager, Payor Contracts & Relationships

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-123 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

---

Provide audiological services and assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department during the 2024-2025 academic year.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$30,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-123 with Auditory Processing Center of Pasadena.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-123, Auditory Processing Center of Pasadena \(15 Pages\)](#)  
[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 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 (3<sup>rd</sup>) 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]

- 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:

	<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:**

Submit invoices monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org).  
Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

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: \_\_\_\_\_



## AUDITORY PROCESSING DIAGNOSTIC CENTER (AGOURA HILLS-SANTA BARBARA)

226 E. Canon Perdido St., Suite K  
Santa Barbara, CA 93101  
(626)793-8711

Bea Braun, Au.D., F-AAA  
Educational Audiologist

28720 Roadside Dr., Suite 356  
Agoura Hills, CA 91301  
[www.auditoryprocessingctr.com](http://www.auditoryprocessingctr.com)

---

Auditory Processing Diagnostic Center rates for the 2024/2025 school year for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2800.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. We do not provide a classroom observation.

IEP Attendance – attend via phone/online \$300 flat fee for any part of the first hour. If we are required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. We require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in our office. We do not provide transportation. The parent brings the student to our office and they remain in the office space the entire time. We do not provide translation in other languages.

TAX ID# 20-5906695

*Bea Braun*

Bea Braun, Au.D., F-AAA, AU-1469  
Educational Audiologist  
AU-1469

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-124 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

---

Alternative Behavior Strategies, LLC will provide consultant services to the Special Education Department during the 2024-2025 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or by their school for services.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$2,000,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-124 with Alternative Behavior Strategies, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-124, Alternative Behavior Strategies \(15 Pages\)](#)  
[Rate Sheet \(2 Pages\)](#)



# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

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

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

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

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

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

Contract Number \_\_\_\_\_

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) 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.

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 [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org), Net 30 terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

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**

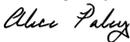
The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person 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: \_\_\_\_\_

## 2024-2025 Rate Sheet

- \$112/hr FBA (Functional Behavior Assessment)
  - Behavior Identification Assessment administered by a behavior analyst or behavior analyst in training. A hypothesized function for each behavior of concern is determined, and associated goals are developed. A recommendation for the intensity and duration of behavioral intervention is also included. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.
- \$82/hr BII (Direct Care)
  - Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
- \$112/hr BID (Direct Supervision)
  - Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
- \$155/hr (Psychological/Diagnostic Assessment)
  - Testing administered by a clinical psychologist or psychologist in training. This process includes confirming and ruling out potential specific mental health diagnoses. The standardized assessments to be used are selected by the clinician based upon the patient's presenting problem. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time scoring/interpreting the assessment and preparing the report and clinical recommendations.
- \$65/hr Last-minute cancellations/no-show
- \$102/hr Bus BII
- \$112/hr Bus BID

Sincerely,

DocuSigned by:  
  
09ED224EF81B496...

Alice Paley  
Director, Payor Contracts & Relationships



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-125, STAR of CA, ERA Ed (DeGenna/Jefferson)**

---

Star of Ca, ERA Ed will provide classroom support as a consultant and 1 to 1 Behavioral Therapist for identified special education and general education students during the 2024-2025 academic year.

Term of Agreement: July 1, 2024, through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$4,000,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-125 with STAR of CA/ ERA Ed.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-125, Star of CA-ERA Ed. \(15 Pages\)](#)  
[Proposal \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

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

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

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

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

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

\_\_\_\_\_  
Contract Number

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

**3. NON-EXCLUSIVITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) 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



- 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:**

Send invoices to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org)  
Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

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: \_\_\_\_\_



**2024/2025  
RATE TABLE**

<b>BEHAVIORAL SERVICES</b>	<b>SrvCode</b>	<b>Rate</b>	<b>Per</b>	<b>CONTRACT</b>
Assessments (FBA/FAA)	EVAL	\$120.00	/hr	
Consultation	CNSLT	\$120.11	/hr	
Supervision	BID		/hr	
Direct Instruction	BII	\$61.87	/hr	
<b>PSYCHOLOGICAL SERVICES</b>	<b>SrvCode</b>	<b>Rate</b>	<b>Per</b>	
On-Site Counseling - Mental Health Associate	OnSite:MHA	\$2,633.00	/wk	
On-Site Counseling - Licensed Mental Health Professional	OnSite:LMHP	\$3,659.00	/wk	
<b>Mental Health Associate</b>				
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$90.00	/hr	
Individual Counseling Services – Mental Health Associate	CIMHA		/hr	
Group Counseling (CG) – Mental Health Associate	CNSLGRP-MHA		/hr	
Parent Counseling & Training (PCT) –Mental Health Associate	CFMHA		/hr	
IEP Meeting Participation - Mental Health Associate	IEPMHA		/hr	
Wrap services - Mental Health Associate	Wrap:MHA		/hr	
<b>Licensed Mental Health Professional/School Psychologist</b>				
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$150.00	/hr	
Individual Counseling Services – Licensed Mental Health Professional	CILMHP		/hr	
Group Counseling (GC) – Licensed Mental Health Professional	CNSLGRP-LMHP		/hr	
Parent Counseling & Training (PCT) - Licensed Mental Health Professional	CFLMHP		/hr	
IEP Meeting Participation - Licensed Mental Health Professional	IEPMHP		/hr	
Wrap services - MH Licensed Mental Health Professional	Wrap:LMHP		/hr	
<b>Licensed Clinical Psychologist</b>				
Assessments (Psycho-educational, Education-Related Mental Health Services)	ERMHS-ASMT	\$200.00	/hr	
Psychological Services - Licensed Clinical Psychologist	PsychServ		/hr	
IEP Meeting Participation - Licensed Clinical Psychologist	IEPPsych		/hr	
Wrap services - Licensed Clinical Psychologist	Wrap:Psych		/hr	

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

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

### **Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design (Mitchell//Miller/CFW)**

---

The Dr. Lopez Academy Reconstruction Project consists of a complete reconstruction of the Lopez 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. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In August 2024, a proposal was requested from one of the District's prequalified architectural firms, Perkins Eastman Architects DPC. After consideration of the proposal and concepts presented, the determination was made to recommend that the Board appoint Perkins Eastman Architects DPC as the Architect of Record for the Dr. Lopez Reconstruction Project. Perkins Eastman Architects DPC has an accomplished track record of similar projects that align with the goals set forth for the project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

The purpose of this item is to select Perkins Eastman Architects DPC as the Architect of Record for the Dr. Lopez Academy Reconstruction Project and approve a contract with Perkins Eastman Architects DPC for the provision of architectural design services for the project.

#### **FISCAL IMPACT:**

Two Million Eight Hundred Forty-Nine Thousand Dollars and No Cents (\$2,849,000.00) - Enhanced Master Construct Program funds.

Total not to exceed reimbursable expenses are: Fifteen Thousand Dollars and No Cents (\$15,000.00)

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board appoints Perkins Eastman Architects DPC as Architect of Record for the Dr. Lopez Academy Reconstruction Project and that the Board of Trustees approve the attached Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the proposed project design.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-126, Perkins Eastman Architects - Lopez Recon. \(106 Pages\)](#)

Presentation (13 Pages)

**OSD Agreement #24-126**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**PERKINS EASTMAN ARCHITECTS DPC**

**AND**

**OXNARD SCHOOL DISTRICT**

**October 2, 2024**

**FOR**

**Reconstruction of Dr. Lopez Academy**

**TABLE OF CONTENTS**

**PREAMBLE ..... 4**  
**RECITALS ..... 4**  
**AGREEMENT..... 4**

**SECTION 1: GENERAL PROVISIONS ..... 4**  
**1.1 DEFINITIONS..... 4**  
**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS..... 9**

**SECTION 2: EMPLOYMENT OF ARCHITECT..... 9**  
**2.1 EMPLOYMENT OF ARCHITECT..... 9**  
**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. .... 9**  
**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES ..... 9**

**SECTION 3: THE PROJECT..... 9**

**SECTION 4: SERVICES..... 9**  
**4.1 BASIC SERVICES..... 10**  
**4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES ..... 10**  
**4.3 ADDITIONAL SERVICES ..... 12**

**SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE ..... 13**  
**5.1 COMPENSATION FOR BASIC SERVICES..... 13**  
**5.2 COMPENSATION FOR ADDITIONAL SERVICES ..... 14**  
**5.3 DISPUTED AMOUNTS..... 14**  
**5.4 COMPENSATION FOR REIMBURSABLE SERVICES..... 14**  
**5.5 INVOICES ..... 15**

**SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION ..... 16**  
**6.1 TERMINATION BY DISTRICT ..... 16**  
**6.2 ARCHITECT DEFAULT ..... 17**  
**6.3 DISTRICT REMEDIES..... 18**  
**6.4 TERMINATION BY ARCHITECT. .... 19**  
**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT..... 19**

**SECTION 7: DUTIES AND LIABILITIES OF DISTRICT ..... 19**  
**7.1 DUTIES..... 19**  
**7.2 LIMITATION ON LIABILITY OF DISTRICT ..... 21**

**SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES..... 21**  
**8.1 CONSTRUCTION BUDGET..... 21**  
**8.2 ESTIMATED PROJECT CONSTRUCTION COST ..... 21**

**SECTION 9: PROJECT SCHEDULE ..... 22**  
**9.1 SCHEDULE..... 22**

**SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE ..... 22**  
**10.1 OWNERSHIP ..... 22**  
**10.2 REUSE BY DISTRICT ..... 23**  
**10.3 COPYRIGHT ..... 24**

10.4	TECHNOLOGY USED .....	24
10.5	DELIVERABLES UPON TERMINATION .....	24
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES .....	24
SECTION 11: INDEMNIFICATION AND INSURANCE.....		24
11.1	INDEMNIFICATION .....	24
11.2	INSURANCE .....	25
SECTION 12: DISPUTE RESOLUTION.....		27
12.1	RESOLUTION OF CLAIMS .....	27
12.2	RESOLUTION OF OTHER DISPUTES .....	28
12.3	SUBMISSION OF A CLAIM.....	28
12.4	CLAIMS RESOLUTION PROCESS .....	28
12.5	NON-WAIVER OR RELEASE .....	29
SECTION 13: NOTICES.....		29
13.1	NOTICES.....	29
SECTION 14: REPRESENTATIONS OF THE ARCHITECT.....		30
14.1	REPRESENTATIONS OF THE ARCHITECT .....	30
14.2	COMPLIANCE WITH LAWS .....	30
14.3	SUPPLEMENTAL CONDITIONS.....	32
SECTION 15: MISCELLANEOUS PROVISIONS .....		32
15.1	SUCCESSORS AND ASSIGNS .....	32
15.2	SEVERABILITY.....	32
15.3	ENTIRE AGREEMENT.....	32
15.4	GOVERNING LAW AND VENUE.....	32
15.5	NON-WAIVER.....	32
15.6	INDEPENDENT CONTRACTOR .....	32
15.7	NO ASBESTOS CERTIFICATION .....	32
15.8	NON-DISCRIMINATION.....	33
15.9	NO THIRD PARTY BENEFICIARY.....	33
15.10	ASSISTANCE OF COUNSEL .....	33
15.11	AUTHORITY TO EXECUTE.....	33
15.12	HEADINGS.....	33
15.13	EXECUTION IN COUNTERPARTS.....	33
EXHIBIT A – PROJECT		
EXHIBIT B – ARCHITECT BASIS OF DESIGN		
EXHIBIT C – BASIC SERVICES AND DESCRIPTION OF SUBMITTALS		
EXHIBIT D – DELIVERABLES		
EXHIBIT E – INVOICE APPROVAL LETTER		
EXHIBIT F - FINGER PRINTING REQUIREMENTS		

## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **2<sup>nd</sup>** day of **October, 2024** by and between **Perkins Eastman Architect DPC**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3194 D Airport Loop Drive, Costa Mesa, CA 92626** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **October 2, 2024**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

### RECITALS

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

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

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

### AGREEMENT

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

#### SECTION 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

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

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

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

## **SECTION 3**

### **THE PROJECT**

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

## **SECTION 4**

### **SERVICES**

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

#### **4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

**4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

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

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

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

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

### 4.3 ADDITIONAL SERVICES

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

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

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

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

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

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

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

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

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

**5.1 COMPENSATION FOR BASIC SERVICES**

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

**Two Million Eight Hundred Forty Nine Thousand Dollars and No Cents (\$2,849,000.00)**

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

<b>Architectural Phases</b>		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.5%
3	Schematic Design Phase	13.0%
4	Design Development Phase	16.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.0%
7	Construction Phase	18.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

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

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

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

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

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

## **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

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

**5.4.2 REIMBURSABLE EXPENSES.** The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed Fifteen Thousand Dollars and No Cents (\$15,000.00):

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

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

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

## 5.5 INVOICES

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

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

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

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

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

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

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

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

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

### **6.1 TERMINATION BY DISTRICT**

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

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

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

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

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

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

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

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

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

**6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

**6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

**6.2.6 Willful violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

**6.2.7 Failure to Cooperate with DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

**6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

**6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

**6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

**6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

### **6.3 DISTRICT REMEDIES**

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

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

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

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

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

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

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

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

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

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

## **6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

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

## **SECTION 7 DUTIES AND LIABILITIES OF DISTRICT**

### **7.1 DUTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

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

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

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

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

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

**SECTION 9**  
**PROJECT SCHEDULE**

**9.1 SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

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

**11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

**11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

**11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

**11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

**11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

**11.2 INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

**11.2.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

**11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

**11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

**11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

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

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

**11.2.2 Minimum Scope of Insurance.**

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

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

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

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

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

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

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

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

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

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

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

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

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

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

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

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

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

## **SECTION 12**

### **DISPUTE RESOLUTION**

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

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

## **12.2 SUBMISSION OF A CLAIM**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 13** **NOTICES**

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

**TO DISTRICT:**

Oxnard School District  
Att: Dr. Ana DeGenna, Superintendent  
1051 South A Street  
Oxnard, CA 93030

**TO ARCHITECT:**

Perkins Eastman Architects DPC  
Att: Diego Matzkin, Principal-in-Charge  
3194 D Airport Loop Drive  
Costa Mesa, CA 92626

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

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

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

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

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

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

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

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

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

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

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

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

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

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

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

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

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

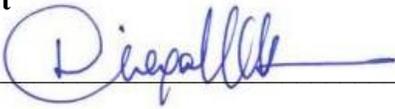
**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

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

**Architect**

By: 

Title: Diego Matzkin, Principal-in-Charge  
Perkins Eastman Architects DPC

Date: 8/27/2024

**District**

By: \_\_\_\_\_

Title: Melissa Reyes  
Director, Purchasing

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

# EXHIBIT A

## PROJECT



### MEMORANDUM

**Date:** August 16, 2024  
**To:** Diego Matzkin, Managing Principal  
Perkins Eastman  
**From:** Emilio Flores, Chief Executive Officer  
CFW Inc.  
**Subject:** Oxnard SD – Reconstruction of Dr. Lopez Academy

The Oxnard School District (District) is issuing this request to Perkins Eastman for a proposal for architectural and engineering services for the reconstruction of Dr. Lopez Academy (Project). A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place. Efforts would be undertaken to construct the buildings in one phase, if possible, and to stagger the completion and use of reconfigured parking and field/hardcourts areas as needed through completion of the construction and demolition of the project. The Project shall incorporate current State code, District specifications, and 21st Century Learning Environment requirements.

To maximize cost efficiency and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the Project. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

The District has selected Caldwell Flores Winters, Inc. (CFW) to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District. The following provides descriptions of the planned scope of work for the Project and the format by which to receive the requested proposals from Perkins Eastman.

#### Project Orientation

Dr. Manuel M. Lopez Academy of Arts and Sciences (Lopez) 6-8 school is located at 647 West Hill Street on a 14.65 acre parcel bounded by residential development on three sides, "D" Street to the east, Hill Street to the south, and "G" Street to the west. To the north of campus, a church, Salvation Army, and the District's bus yard meet the school's boundary prior to reaching West Wooley Road. The school enrolled 742 students in grades 6-8 during the 2023-24 school year. Students participate in an academic curriculum that focuses on the integration of visual and performing arts into the core curriculum with the integration of science concepts through such programs as band, choir, drama, piano keyboarding, and art elective classes.

2163 HARBOR BAY PARKWAY  
ALAMEDA, CA 94502  
(510) 596-8170

521 NORTH FIRST AVENUE  
ARCADIA, CA 91006  
(626) 829-8300

1901 S. VICTORIA AVENUE, SUITE 106  
OXNARD, CA 93035  
(805) 201-1989

The school was originally built in 1954 and has a total of 32 permanent classrooms, a computer and a tech lab, and 8 portable classrooms. Most of the permanent classrooms are in five parallel finger buildings in the south-central portion of campus. The remaining permanent classrooms, as well as most of the portable classrooms, are found along the western boundary of campus. The primary support spaces, such as the administration building, library, and multipurpose room, are located on the southwestern corner of the campus. There is an open quad with a built-in stage on the western side of campus, surrounded by permanent classrooms, the library, and the band/art building.

The hard-court area is in the southeastern corner of campus, as well as the central part of campus north of the permanent classrooms and west of the PE rooms. The green space takes up the northern half of campus. The parent/student drop-off area is in the south-central portion of campus along Hill Street near the administration building. The staff and visitor parking are located between parent/student drop-off and the administration building, as well as on the eastern side of campus between the rows of permanent classrooms and the tennis courts. There is no dedicated bus lane or cut-out at Lopez Academy.

**Dr. Lopez 6-8 School Existing Conditions**



**Project Requirements**

The reconstruction strategy for the Project will implement a two-story campus and accommodate up to 750 students over 2 phases to allow for use of the existing facility during Phase 1 construction with job site access from Wooley across the existing bus facility. During Phase 2, interim parking on the designated rear hardscape area is provided while the existing site is demolished, new permanent parking area and tennis courts constructed, and hardscape area restored for student use upon completion. Proposed facilities include 24 general purpose classrooms, a piano lab, 6 dedicated special education classrooms, an Opportunity classroom, 4 science labs, an art lab, plus a band/orchestra room, lunch shelter, and

necessary support, administrative, library, and MPR facilities pursuant to the following Educational Specifications:

**Dr. Lopez 6-8 School Educational Specifications**

SPACE	AREA	UNITS	TOTAL
Classroom	960	24	23,040
Special Ed	960	4	3,840
Special Ed Severe	1,200	2	2,400
Opportunity Classroom	960	1	960
Piano Lab	1,200	1	1,200
Science Lab	1,200	4	4,800
Art Lab	1,200	1	1,200
Band/Orchestra Rm	1,500	1	1,500
<b>Teaching Space (Total Sq. Ft.)</b>			<b>38,940</b>

RSP	480	5	2,400
Counselor and Flex Offices	100	2	200
Speech Office	240	2	480
Psychologist Office	150	1	150
Wellness Room	960	1	960
Science Prep/Work Room	100	4	400
Visual Arts Work/Storage Rm	200	1	200
Music Instrument Storage Rm	200	1	200
Music Workroom/Office	100	1	100
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>5,090</b>

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Asst. Principal Office	150	2	300
Conference Room	200	1	200
Work/Main Copy Rm	200	1	200
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Faculty/Staff Workroom/Lounge	500	1	500
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Conference/Workroom	200	1	200
Storage Room	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,005</b>

SPACE	AREA	UNITS	TOTAL
Main Library Area/Circulation Desk	800	1	800
Work Processing/Office	200	1	200
Storage Room	200	1	200
Small Breakout Room	250	1	250
Tech Work/Storage Rm	200	1	200
Tech Room/MDF	150	1	150
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>1,800</b>

Practice Gymnasium	9,445	1	9,445
PE Equipment Storage	200	1	200
Locker/Changing Rm	576	2	1,152
Locker/Changing Rm Restrooms	200	2	400
PE Staff Office	150	2	300
PE Staff Locker/Toilet	75	2	150
Restrooms	450	1	450
Chair/Table Storage	300	1	300
Food Prep Kitchen	650	1	650
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
<b>Multipurpose Facility (Total Sq. Ft.)</b>			<b>13,497</b>

Lunch Shelter	2,800	1	2,800
Restrooms	2,500	1	2,500

<b>TOTAL CLASSROOMS</b>	<b>38</b>		
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>67,632</b>

Parking and student pick up/drop off areas would be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use. An allowance for offsite improvements is also provided.

**Dr. Lopez 6-8 School Construction**



**Reconstructed Dr. Lopez 6-8 School**



---

FACILITIES PLANNING, PUBLIC FINANCE, STATE AID, PROGRAM IMPLEMENTATION

### **Design Approach**

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

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

### **Method of Construction Delivery**

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

### **Design Considerations and Project Vision**

The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs must be designed and built to accommodate this program at the 6-8 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design. Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Project's budget.

It is important for the design team to be mindful of the culture and character of the Lopez community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design. Furthermore, your proposal should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Your proposal should include the following:

---

FACILITIES PLANNING, PUBLIC FINANCE, STATE AID, PROGRAM IMPLEMENTATION

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

**Project Budget and Timeline**

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$60,287,360 inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$69,679,611 estimated in current dollars (including contingencies, and both hard and soft costs), including demolition and site work.

**Project Budget**

<b>Reconstruction of Dr. Lopez Academy</b>	<b>Net Total</b>	<b>Unit</b>	<b>Budget</b>
General Purpose Classrooms (24)	23,040	sf	
Special Education Classrooms (4)	3,840	sf	
Special Education Classrooms Severe (2)	2,400	sf	
Opportunity Classroom (1)	960	sf	
Piano Lab (1)	1,200	sf	
Science Labs (4)	4,800	sf	
Art Lab (1)	1,200	sf	
Band/Orchestra Room (1)	1,500	sf	
Teaching Support Spaces	5,090	sf	
Administrative Spaces	3,005	sf	
Library and Resource Center	1,800	sf	
Multipurpose Facility	13,497	sf	
Lunch Shelter	2,800	sf	
Restrooms	2,500	sf	
<b>Total</b>	<b>67,632</b>	<b>sf</b>	
Site work, including playfields and parking			
Demolition of existing campus			
General Conditions and Requirements			
Contractor's Bond, CCIP, Risk, and Insurance			
Contractor's Fee and Overhead, Construction Contingency			
	<b>Total Hard Costs / GMP Value</b>		<b>\$60,287,360</b>
<b>Soft Costs</b>			
21st Century Classroom and Support Facility FF&E			
Professional Services (e.g. architect/engineering/other consulting fees)			
Agency fees, Inspection (IOR)			
Environmental, Legal			
Project Contingency			
Other (e.g. preliminary testing, energy analysis, misc.)			
	<b>Total Soft Costs</b>		<b>\$9,392,251</b>
	<b>"All-in" budget</b>		<b>\$69,679,611</b>

FACILITIES PLANNING, PUBLIC FINANCE, STATE AID, PROGRAM IMPLEMENTATION

The anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions. The timeline for the project is as follows:

- **Anticipated Board meeting to approve Perkins Eastman contract (subject to change):**  
October 2, 2024
- **DSA Submittal:** July 1, 2025
- **DSA Approval:** January 2026
- **Bidding/Start Construction:** December 2026
- **End Construction:** December 2028

**Request for Proposal**

A proposal for architectural services from Perkins Eastman is requested. The proposal should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. The proposal should have a cover letter briefly discussing the Perkins Eastman’s conceptual understanding of the Project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Project. Project summaries should include:
  - a. Narrative of “lessons learned” from each of the proposed projects identified in above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
  - b. Perkins Eastman should be prepared to present and review complete DSA approved plan sets for projects identified in above;
  - c. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design;
  - d. Perkins Eastman must prearrange a site visit to review completed site(s) as identified above, to be toured upon further request by the District and CFW.
2. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.
4. Discuss the role of Perkins Eastman’s proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.
5. Provide a proposed not to exceed fee for architectural services and proposed not to exceed

reimbursable expenses

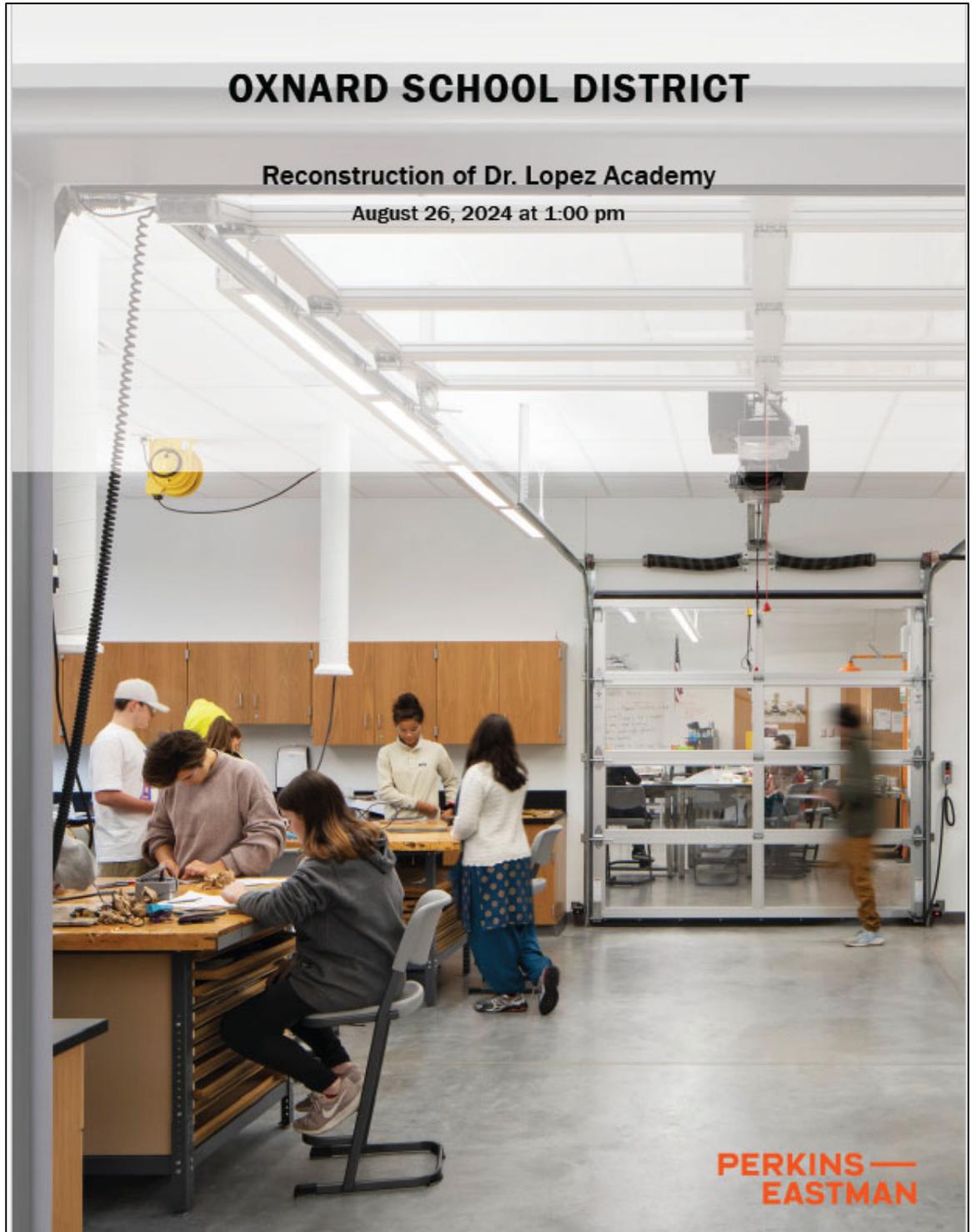
6. Provide a line item conceptual cost estimate for Perkins Eastman's proposed design concepts. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
  - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment A" – Cost Comparison Sheet;
  - b. Adequate notation specifying significant assumptions of the cost estimate;
  - c. A separate line item identifying the cost for FF&E;
  - d. Values in current dollars only—do not escalate your estimates; and  
Written comments, if Perkins Eastman believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

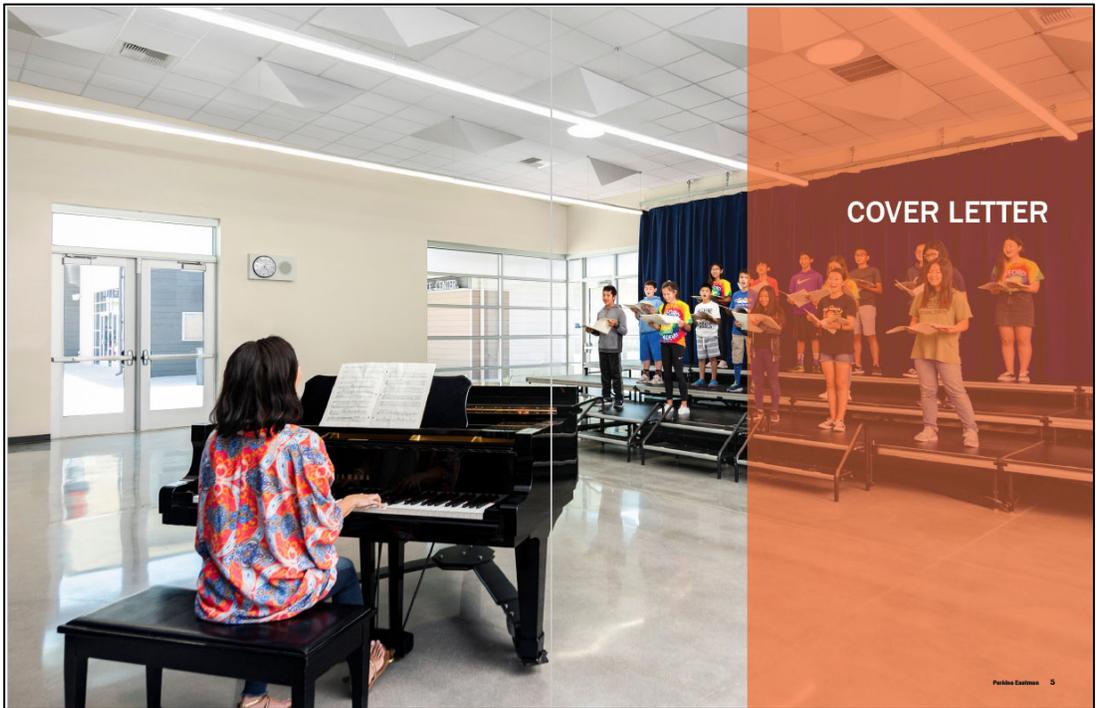
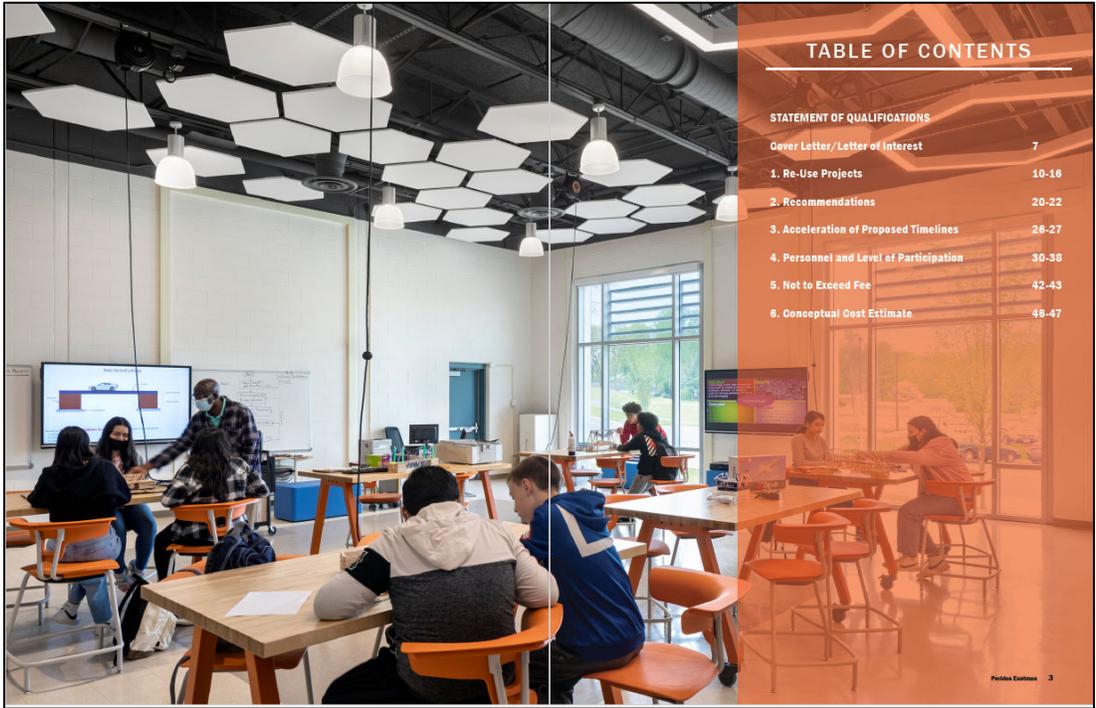
Limit response to no more than 30 single sided (15 double-sided) 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the "re-use" proposals for the Project (maximum of 4 pages of drawings per proposed "re-use" project site). Perkins Eastman is requested to submit your response within a single file in PDF format (plus Attachment A returned in Excel format) via email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Patricia Raphael Garcia at [praphael@cfwinc.com](mailto:praphael@cfwinc.com) by no later than 1:00 PM PDT, Monday, August 26, 2024.

Multiple hard copies of the proposal will be requested and required at the time of interview.

**EXHIBIT B**

**ARCHITECT BASIS OF DESIGN**





Eliot-Hine Middle School, DC Dept. of General Services



# PERKINS — EASTMAN

August 26, 2024

Patricia Raphael Garcia, CFW  
[praphael@cfwinc.com](mailto:praphael@cfwinc.com)

Re: Oxnard School District – Reconstruction of Dr. Lopez Academy

Dear Patricia Raphael Garcia and the Selection Committee:

Inspiration, innovation, context, and programmatic responsiveness are the core values embedded in the proposed vision for the reimagined Dr. Lopez Academy. Rebuilding the school community with a new contextual design, 21st century classrooms, state-of-the-art science and art labs, dedicated music facilities, a new gymnasium at the heart of the campus, and ample accessible play fields - will reenergize the school community and the neighborhood. Perkins Eastman is honored to collaborate with the District to support this great transformation.

The Perkins Eastman Team offers a design team that is experienced with the criteria of 21st century classrooms, science, and visual and performing arts educational environments. We bring to this project:

- 43 years of California public school modernization and new construction experience on active campuses.
- Proven delivery of successful learning environments for the Oxnard School District.
- Positive experience with the City of Oxnard approval processes for off-site work.
- Experience with alternative project delivery in a Lease-Leaseback process which optimizes time and value.
- Awareness and respect of the culture and character of the Dr Lopez Academy community.
- A long history pioneering sustainability and environmental science.
- Ongoing firm-wide research into 21<sup>st</sup> Century learning environments and the inherent flexibility needed for creativity, collaboration, reconfiguration, inspiration, safety, and health and wellness.
- A commitment to success in developing a project that exceeds District expectations.

The Perkins Eastman Team is committed to your project from our first meeting through DSA closeout and certification. This unique commitment to team continuity ensures that ideas and goals expressed during early design are carried through to the final project.

We look forward to joining with the Oxnard School District, CFW, and the Community in creating this inspiring learning environment for future generations that will continue to embrace your mission to:

**IGNITE • TRANSFORM • NURTURE • EMBRACE**

Sincerely,



Diego Matzkin, AIA, DBIA, LEED AP, Principal-in-Charge  
714.640.8202 / [d.matzkin@perkinseastman.com](mailto:d.matzkin@perkinseastman.com)  
California C-27962

Perkins Eastman Architects DPC  
3194 D Airport Loop Drive, Costa Mesa, CA 92626 | +1 714 427 0277

[PERKINSEASTMAN.COM](http://PERKINSEASTMAN.COM)

Perkins Eastman 7



# 1. Re-Use Projects

## OSD Creates! Problem Solver - Achiever - Digital Learner - Collaborator - Focused on the Future - Innovator - Global Thinker

### PROJECT SUMMARIES

Perkins Eastman offers the Oxnard School District the distinct advantage of basing the proposed Dr. Lopez Academy Reconstruction design on the successful, award-winning campuses at Norma Harrington and McKinna Elementary Schools. To augment these re-use designs we are drawing from the Newbury Park High School STEM/Science Labs. These are based on the recently completed Westlake High School STEM for the Conejo Valley USD. Both are approved by DSA within the last five years. Understanding that quality, schedule, and budget are critical to a successful outcome, Harrington and McKinna Elementary Schools are aligned with the District program and vision with the need for only slight plan modifications.

While the specific size and configuration of the Dr. Lopez Academy site offers the opportunity to utilize the building elements, we have developed two distinct campus design approaches that address the unique characteristics of the site. This is the time to capture the visual characteristics of the neighborhood; choosing materials and colors that will reflect the spirit of the community. We will partner with you to

create a genuine grassroots ownership of the new campus. The following key design and planning considerations are reflected in the proposed concept design presented.

1. **Building Re-use strategy:** The design maximizes the Re-use of the two-story McKinna Elementary School classroom design to house all general classrooms, labs, special education classrooms, science labs, art lab, teaching support spaces and the library into two modified versions of the approved design. The various programs would be located considering optimum adjacencies and locations on site. The buildings would be arranged to optimize circulation and the use of a single elevator. This organization will also encourage cross-discipline curriculum and flexibility in a deliberate, collaborative environment. A separate building will house the remaining key components of the school program: gymnasium, kitchen, band room, and administration building. The organization allows for the custom design of an integrated lunch shelter or a separate PC (pre checked) design.



2. **Neighborhood visibility:** A front door and image of pride that welcomes the community from Hill Street announces the new campus as a center for the neighborhood; all of this while providing for the opportunity to secure the campus perimeter using the buildings as the primary element of enclosure for the students. Safety is a priority.
3. **Parking and drop off:** Setting back the new school buildings from Hill Street allows for the development of ample parking and vehicular circulation while preserving on-street parking for our neighbors. Segregated bus and parent loading zones will increase efficiency and safety. Separate entrance and exit driveways will be optimized through collaboration with the City of Oxnard various departments.
4. **Campus organization:** The buildings are organized around a "view axis" running from the parking arrival area at the front of the campus towards the Northwest (generally oriented towards the view of the distant mountains). This arrangement forms a protective environment that allows for the creation of multiple interconnected outdoor spaces to enhance student life. The location of the science labs close to the main entrance allow opportunities to signal the importance of these programs to the school community.
5. **Flexible space:** The design of the student "learning labs" provides a high level of flexibility and a resilient plan that supports and encourages collaborative and self-directed learning - now and in the future.
6. **School community:** Organized around a central quad, the design builds community for the students by bringing everyone together in a shared space. Opportunities to enhance school pride will be abundant with the use of "architectural markers" such as the elevator tower connecting the classroom buildings and the adjacency to the MPR.



Westlake High School STEM Facility  
Conejo Valley Unified School District



7. **Open space:** In addition to the main quad, the building configuration allows for the creation of multiple open spaces of various scales to support varied users (arrival court, lunch quad, playground court, science garden, and quiet gardens). These types of outdoor spaces serve to enhance the range of environments that can promote collaboration and school culture.
8. **Community use:** The location of the MPR on the edge of the campus facilitates weekend and evening use while maintaining safety and reducing the need to open the entire campus for community access.
9. **Efficiency:** The result is a campus that will be resource efficient, resulting in a creative, healthy and supportive learning environment for all students and teachers. Through the effective use of space, implementation of “maintenance-friendly” materials, and incorporation of efficient equipment, the design will focus on resource-efficient solutions to reserve

additional long-term operational District funds to be focused on curriculum, rather than on maintenance expenses.

#### a. Narrative of Lessons Learned

Careful planning and collaboration with the District, CFW, and the LLB Builder have provided a previous successful process of design and delivery on an optimal schedule. A great lesson learned for both the McKinna and Harrington Elementary Schools re-use projects is the benefit of detailed pre-planning for phased implementation of project infrastructure and the cut-over to ensure that ongoing operations at the occupied campus are maintained with complete student safety. We also found that minimizing off-site construction enhances our interaction with the City of Oxnard for permitting (curb cuts, encroachments, utility connections, etc.), minimizing impacts to the project schedule. Our strong relationship with DSA ensures the project is efficiently and quickly reviewed and approved. Active engagement with the Builder and District during construction leads to solution-oriented teamwork.

The Architect, Engineers, Builder, Program Manager, and District collaborate in a positive atmosphere that ensures success. We also work closely with the California Department of Education on the safe flow of students to the site and the management of vehicles around the site. Creative partnering with the Geotech, Client, and Structural / Civil Engineers allows for the vetting of foundation designs and stormwater retention strategies to mitigate the challenging soil conditions found throughout Oxnard. This collaborative effort resulted in a cost-effective approach to foundation design, which allowed us to concentrate valuable resources on the learning environment. A similar stormwater retention solution maximizes the use of open landscaped spaces for sports and play use. This successful lesson learned outcome resulted in the timely completion of the campus, allowing students to proudly “walk over” from the old to the new as they celebrated their exciting new home.

The second re-use example is the STEM Center at Westlake and Newbury Park High Schools. This design has enhanced the Conejo Valley USD curriculum, creating a new center of energy for the science programs. A primary lesson-learned involved examining innovative strategies to mitigate a rapidly escalating construction cost environment. Leveraging the professional talent of the District staff, the delivery for the Westlake project was Multi-Prime. This allowed our client to craft a team optimal for delivery. Much like the Lease-Leaseback delivery approach, we made the most of early builder dialogue, sequentially examining systems and materials that worked within their resources. Perkins Eastman was actively involved in this ongoing collaborative process, reviewing optional submittals with subcontractors, and reducing scope in the field prior to execution. The final cost benefited from this team approach, optimizing both scope and programmatic goals.

#### b. DSA Approved Plans from Identified Projects

Perkins Eastman will share complete DSA approved plan sets and record drawings for referenced projects identified above, incorporating all changes in the field that reveal important lessons learned. As a recent Oxnard School District project, the McKinna Elementary School is an asset we can access to launch the process for the new Dr. Lopez Academy Middle School Campus. The Westlake High School STEM project aligns with science and STEM labs, supporting creativity and project-based learning.



The McKinna campus is closely aligned with the overall Dr. Lopez Academy Middle School program, and represents the primary Re-use opportunity. We will draw from the DSA-approved Newbury Park and Westlake High Schools prototype laboratory templates that offer alternatives for the Lab and Art spaces. These two resources pose a hybrid application with limited modifications. The Dr. Lopez Academy Middle School site is unique, and lends itself to a variety of functional configurations that incorporate individual building components of the referential McKinna Elementary School and the Westlake/Newbury Park High Schools design solutions.

Newbury High School STEM Facility  
Conejo Valley Unified School District



#### c. The Complexities of “Re-use”

The key to success in re-use is the ability to leverage the essential elements of the project, such as core design principals and campus planning, and DSA related issues. Important factors in enhancing the quality of design include an understanding that each site is unique, codes will evolve, and opportunities for improved technology, healthy materials, and engineered systems continue to develop year after year. Opportunities to incorporate the most current thinking in the creation of 21st Century student environments and building technology will always enhance previous design. Perkins Eastman’s expertise in utilizing Building Information Modeling (BIM) provides the ability to share and update the model in real time, resulting in a final model that reflects the actual built conditions. The basis for the new design at Dr. Lopez Academy Middle School will leverage the embedded information from the previous projects with updates in new code changes as required and anticipated. The design and exploration process with the stakeholders will be enriched and accelerated with access to our

models, and the quality of collaboration in delivery and coordination will benefit from the foundation of the previous projects. Perkins Eastman understands that re-use requires imagination and integration with site-specific and time-specific features, while maximizing the utilization of common elements that have value to sustain the targeted budget.

#### d. Prearrange a Site Visit to Completed Sites

As Oxnard School District campuses, both Harrington and McKinna Elementary Schools are convenient for the District and CFW representatives to visit. Presumably those arrangements will be easily accomplished. For the Westlake and Newbury Park High School STEM projects, Westlake is complete, and Newbury Park is DSA approved but was not constructed. We maintain an excellent on-going relationship with the Conejo Valley Unified School District and would be happy to arrange a site visit to one or both campuses.

Ball Junior High School Shade Structures, Anaheim Union High School District





## 2. Recommendations

**Dr. Lopez Academy Mission:** We provide a safe, healthy, positive, and respectful environment where creativity, critical thinking, and responsibility are fostered in all students.

### IMPROVING FUNCTIONALITY AND EFFECTIVENESS OF THE PROJECT

Flexibility, interdisciplinary exploration, and creativity drive the vision for a 21st Century educational environment. Within this context, Dr. Lopez Academy Middle School is the heart of a unique community that will benefit from careful planning of the site and buildings. Key assets include:

- Preservation of the maximum amount of open space for playfields
- Presentation of the reconstruction to the school community as an asset to the neighborhood
- Refurbishment of the existing hardcourts and parking for current and future use
- Respectful integration with the fabric of the neighborhood

Building on the inherent flexibility of the McKinna Elementary School buildings and integration with recent science and music facilities designed by Perkins Eastman, there are opportunities to be explored in how we weave together the uses on the Dr. Lopez Academy Campus. One example is the location

of science. We have explored a distributed model, co-locating science with other disciplines, to enable a higher level of combined course curriculum - provided in an educational "village" setting by placing these classrooms at a prominent location in the new campus. Careful site planning of building orientation enhances access and circulation, visibility, and energy performance of the facilities.

Perkins Eastman promotes a firm philosophy of collaboration and service. Beginning with the establishment of the firm over 43 years ago, we have placed an emphasis on 'Human by Design' and on energy-efficient facilities projects that enhance and beautify their campuses and communities, improve the quality of life and wellness for students and faculty, and elevate the human spirit. This enriches the design process, to focus upon that intangible mental and physical health balance in children. Individual design strategy and referential experience supports the functionality and effectiveness of every new project. Special characteristics, processes, and needs distinguish each undertaking and client.



The Dr. Lopez Academy Middle School Reconstruction Project has the unique opportunity to invest in the future of your middle school students at an optimal time in their development. A rich range of programmatic goals are referenced in the Request For Proposals, including phased new campus construction on the playfields to serve the community, while sustaining a fully operational campus in existing facilities. The potential exists to preserve valued site features - such as the science garden, hardcourts and existing parking. Each concept presented provides functionality between new and old facilities, as we learned at both Harrington and McKinna Elementary Schools.

Perkins Eastman is committed to continuing our successful relationship with the Oxnard School District. This collaboration offers the advantage of continually enhancing the body of knowledge shared between our team, the District, and the CFW Team. Our deep understanding of District standards, and pre-existing collaborative relationships are essential to improving the

functionality and effectiveness of each project. Utilizing our current knowledge of the District's goals, archives, staff, and standards, our team will be led by Principal-in-Charge Diego Matzkin, AIA, DBIA, LEED AP, and Project Manager Eric Pan, AIA, LEED AP to provide continuity and build upon our existing relationships. New educational research will influence the best solutions for the Dr. Lopez Academy Middle School, drawing on the latest developments in STEAM and CTE environments. The focus as described in the District's McKinna Multimedia Brochure, builds upon the strategies implemented at Norma Harrington and the McKinna Elementary Schools, with both providing valuable lessons learned that impact the next application of this high-tech philosophy. Other Perkins Eastman K-12 projects focus upon similar creative goals. Perkins Eastman is currently working with the Irvine Unified School District on School Facilities Improvements through Bond Measure E and CTE projects at six elementary schools, and at the South Lake Middle School's renovation and new music building addition.



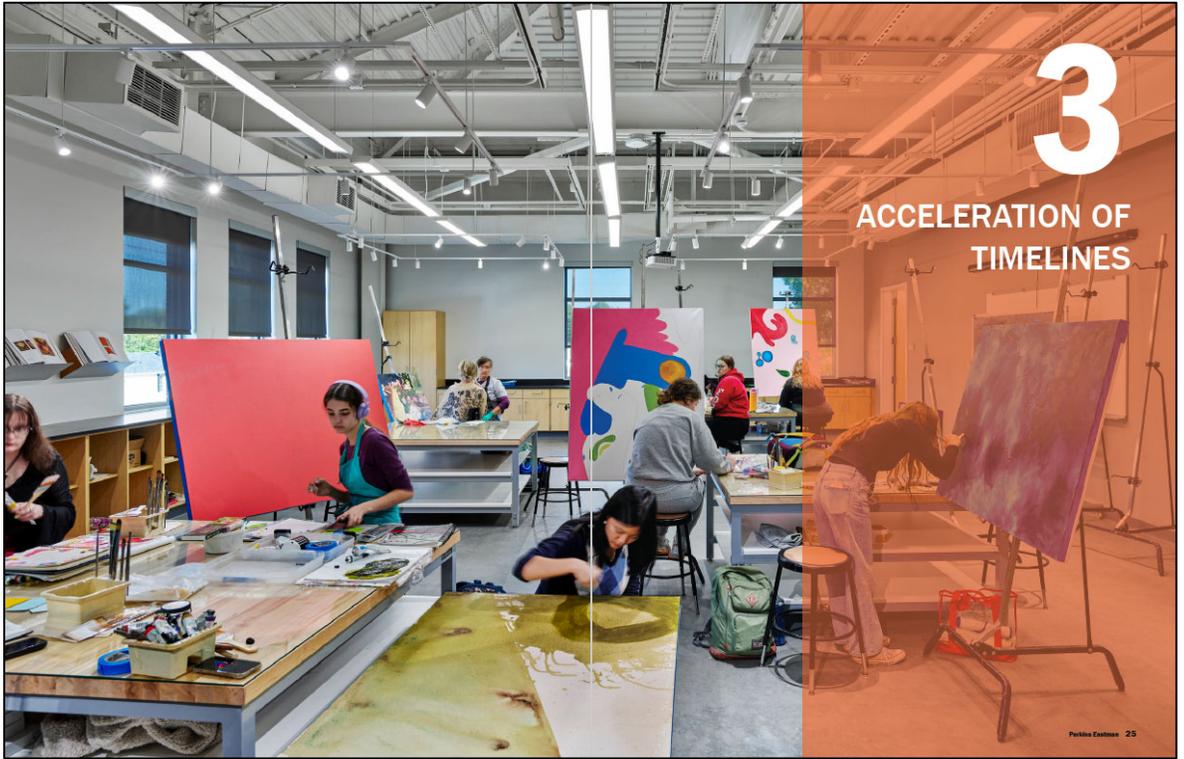
These projects include wayfinding, enhanced security and safety systems, improved lighting and acoustics for enhanced cognition, and a reinvention of collaboration and classroom spaces to support learning and culture.

Newly reconfigured spaces provide the opportunity to collaborate and participate in small group and classroom instruction, while embracing the convenience of adjacencies and flexible perimeters between classrooms and common areas. Furniture layouts offer flexibility for instructional and collaborative needs, incorporating the concept of FF&E mobility and reconfiguration to reinvent the teaching environment by easily reassembling this furniture "kit of parts" - consistent with CFW programmatic goals. From a site assembly perspective, the external impact upon functionality and effectiveness of the project has great potential.

The examples presented within this response include easily achievable and compatible pedestrian and vehicular circulation within the

site, enhancing safety and visibility, drop-off and pick up, and parking. The spaces created between buildings compliment the instructional features of the interior spaces by providing outdoor education nodes that accommodate large and small gatherings in an outdoor setting. Attention to the proximity of indoor to outdoor learning stations expands the concepts of the STEAM philosophy to maximize the potential for the Dr. Lopez Academy Middle School campus site development.





### 3. Acceleration of Timelines

**Dr. Lopez Academy Vision:** Dedicated to nurturing a dynamic learning environment where every student is inspired to become a confident, multilingual global citizen. (Excerpt)

#### ACCELERATION OF TIMELINES

The planning and early design phases of the Dr. Lopez Academy Reconstruction Project allows for great opportunities for leveraging the “re-use” elements of previous successful projects to meet the proposed timelines. As we engage the stakeholders, District leadership, and community representatives, we will prime the conversation by providing three-dimensional modeling to envision the design outcomes. Accelerating the planning and decision-making process with a pre-existing model takes advantage of this powerful tool as a means of effective communications, and shortens the design process. We agree that early client ownership of the design relies upon active participation and a full understanding of the environment to benefit from these fundamental decisions. Visiting, touching, and experiencing a campus in both real form and virtually will ensure that this process is responsive and effective. This approach can potentially save months at the front end of the project and allow movement into the more detailed implementation of construction documents on an accelerated schedule.

Recent DSA approved built projects also offer lessons-learned to advance the design and approval process. The re-use approach will optimize project fees, effectively focusing on engagement and delivery. The proposed accelerated project schedule, targeting DSA submittal in July 1 2025, supports a construction start in 2026.

We are committed to leveraging the re-use tools to fully bring the District leadership, community, and students into the process to enhance their ownership of the outcome.

Working together in an active response and collaborative design process, the ability to accelerate the proposed timelines is enhanced. We are prepared to begin immediately upon your authorization to pursue this goal, advancing the schedule from day one. We have a proposed a campus design that leverages the re-use of approved plans with adjustments necessary to optimize site planning for the new Dr. Lopez Academy. The proposed concept draws supplemental buildings from other recent designs to provide specialized environments - such as Science Labs, and Music and Art spaces. The options fit the site while retaining the location of the existing Dr. Lopez Academy Middle School. The design anticipates accelerating construction by locating buildings in areas that are easily accessible for construction through the adjacent District Bus Maintenance Facility on Wooley Road. The Dr. Lopez Academy Middle School will remain operational during construction, providing teachable moments for students and staff. This strategy saves time and expense while securing a safe educational environment during the construction period.

The primary source for re-use is the Oxnard School District McKinna Elementary School. This community-centered school is clustered around a vibrant courtyard with the new campus embracing the pedestrian orientation of the community, and addresses the need for access to facilities and open space during non-school hours. The conceptual designs also draw from the recent Newbury Park High School and Westlake High School STEM projects. Additional design opportunities are offered based on our award-winning designs for Music at the Oxford Academy for the Anaheim Union High School District. The model classroom building is two-story with options presented to integrate special uses within the classroom cluster.

This site-adapted re-use strategy offers the opportunity to expedite the DSA review process (based upon the previous submittals), to support the addition of recent code updates related to structural safety, fire/life safety, and access compliance. DSA approved plans provide a firm foundation for implementation based upon good decisions that have stood the test of prior agency approval. Lessons learned during construction through RFI's and PR's are integrated into our record sets. We are committed to challenging preconceptions, supplying creative alternatives, and developing a vision for a successful outcome. This project will receive priority attention, respecting our ongoing working relationship.



Your new Dr. Lopez Academy Middle School will create a legacy for the community that will serve for generations to come. Our design will elevate the student experience, engage with environmental science, and encourage curiosity in a future-focused educational setting. Using the "re-use" approach will support the goal of submitting to DSA as scheduled and in creating a platform to begin construction towards the end of 2026 with a high level of quality and consensus embracing the selected design.



# OXNARD SCHOOL DISTRICT

## Perkins Eastman



Principal-in-Charge

**Diego Matzkin**  
AIA, DBIA, LEED AP



Project Manager

**Eric Pan**  
AIA, LEED AP



Project Architect

**Adrienne Tabo**  
AIA, LEED AP BD+C



Interior Design/FF&E

**Trang Nguyen**  
Associate AIA, LEED Green Assoc.



Senior Educational Planner

**Kim Coffeen**  
AIA, ALEP, LEED AP

## Proposed Sub-Consultants

<b>Delane Engineering</b> Scott Uhles, P.E. Civil Engineering	<b>MHP</b> Dan Fox, S.E. Structural Engineering	<b>Design West</b> Steven Johnson, P.E. MP Engineering/Fire Protection
<b>Design West</b> Leo Maya, P.E., LEED AP Electrical Engineering	<b>Jordan Gilbert Bain</b> Paul Jordan Landscape Architecture	<b>MTI</b> Marcene Taylor Cost Estimating
<b>Ricca</b> Food Service Jeremy Carver		

# Diego Matzkin

AIA, LEED AP, DBIA | PRINCIPAL-IN-CHARGE



Diego brings 24 years of extensive experience in management, production, and construction of educational, municipal, and state-funded projects of various scales and complexity. He has been involved in all stages of a project's life cycle, including: project budget and schedule management, program development with user groups, oversight and quality of A/E design and construction documents, coordination with specialty consultants, contract management and negotiation, processing of DSA and governmental jurisdiction approvals and business development activities in pursuit of educational and civic projects. Diego will serve as the contracting representative to the District and ultimately responsible for the A/E Team.

**LEVEL OF PARTICIPATION**  
20%

**CONTACT**  
d.matzkin@perkinseastman.com  
714.640.8202

**EDUCATION**  
Master of Architecture  
University of California, Los Angeles  
Bachelor of Architecture  
University of California, Berkeley

**REGISTRATION**  
Registered Architect - California C-27962

**ASSOCIATIONS**  
Accreditation LEED AP,  
US Green Building Council

Member, AIA  
Orange County Chapter

## Relevant Experience

**Harrington New K-5 Elementary School, Academy of Environmental Sciences and the Arts**  
*Oxnard School District*

**McKinna New K-5 Elementary School, Academy of Multimedia**  
*Oxnard School District*

**New Vista 6-8 School New Construction, Modernization**  
*Lancaster School District*

**The Oxford Academy Modernization and New Music Building**  
*Anaheim Union High School District*

**South Lake Middle School Modernization, New Music Building**  
*Irvine Unified School District*

**Master Plan, New STEM Building, and Library**  
*The Pegasus School*

**Improvements at Three School Sites, and CTE Classrooms**  
*Irvine Unified School District*

**Westlake High School STEM Building**  
*Conejo Valley Unified School District*

**Newbury High School, STEM Building**  
*Conejo Valley Unified School District*

**New STEM Building, Central Kitchen and MOT**  
*Lamont School District*

**Sycamore and Ball Junior High Schools Site Improvements (Including Lunch and Shade Shelters)**  
*Anaheim Union High School District*

**Myrtle and Lamont Elementary Schools Campus Improvements**  
*Lamont School District*

**District-Wide Modernizations and Creativity / Innovation Labs**  
*Palmdale School District*

**Gateway Community School, New Vista Classroom Building, Modernization**  
*Ventura Unified School District*

# Eric Pan

AIA, LEED AP BD+C | PROJECT MANAGER/ARCHITECT



Eric Pan is a licensed architect with twelve years of experience working on projects in the K-12, municipal and healthcare sectors. Eric provides strong leadership skills and is proactive in engaging consultants, agencies, and clients. He is a skilled Revit technician, a talented sketch artist who can effectively communicate design concepts and technical details, and has experience with Building Information Technology (BIM) for managing production and construction changes with demanding schedules. Eric prides himself on excellent time management skills, prioritizing tasks and developing processes for improved efficiency.

**LEVEL OF PARTICIPATION**  
35%

**EDUCATION**  
Master of Business Administration  
California Polytechnic University  
San Louis Obispo, California

Bachelor of Arts, Architecture  
California Polytechnic University  
San Louis Obispo, California

**REGISTRATIONS**  
Registered Architect, California C-32824  
Accredited LEED AP, US Green Building  
Council

**ASSOCIATIONS**  
Member, AIA Orange County Chapter

## Relevant Experience

**New Vista 6-8 School New Construction, Modernization**  
*Lancaster School District*

**Sycamore Junior High School, Site Improvements (Including Lunch and Shade Shelters)**  
*Anaheim Union High School District*

**Early College High School Modernization**  
*Newport Mesa Unified School District*

**Sequoia MS Modernization**  
*Conejo Valley Unified School District*

**Sequoia MS Modernization**  
*Conejo Valley Unified School District*

**District-Wide Master Plan**  
*Conejo Valley Unified School District*

**Eisenhower High School New Stadium**  
*Rialto Unified School District*

**Thousand Oaks HS, Library/LRC**  
*Conejo Valley Unified School District*

**Century Academy, Site Improvement Project**  
*Conejo Valley Unified School District*

**College Park Elementary School, Measure E Building Expansions**  
*Irvine Unified School District*

**McKinley Avenue Elementary School Master Plan**  
*Los Angeles Unified School District*

**IDEA at ATEP, (Advanced Technology and Education Park)**  
*South Orange County Community College District*

**Irvine Valley College, B200 Chemistry Labs Conversion, Years 3,4**  
*South Orange County Community College District*

**East Lost Angeles College, Central Utility Plant Expansion**  
*Los Angeles Community College District*

**Orange Coast College, Recycling Center**  
*Coast Community College District*

# Kim Coffeen

AIA, ALEP, LEED AP | SENIOR EDUCATIONAL PLANNER



LEVEL OF PARTICIPATION  
15%

#### EDUCATION

Bachelors in Architecture  
The Cooper Union  
Cooper Union, New York

Accredited Learning Environment Planner  
San Diego State University

#### REGISTRATIONS

Registered Architect, California C-30664

Accredited LEED AP, US Green Building  
Council

PARSONS Certificate for Healthier  
Materials and Sustainability Building

#### ASSOCIATIONS

Member, AIA Orange County Chapter

Member, Association for Learning  
Environments (A4LE), Member and  
Secretary to the Southwest Regional  
Board, and Member of the ALEP  
Commission

Coalition for Adequate School Housing  
(CASH); 2021 Conference Planning  
Committee- Planning & PM Stand

As an Accredited Learning Environments Planner (ALEP), Kim has 26 years of school planning and design experience in preparing District-wide facilities master plans and educational specifications. She facilitates collaborative and engaging meetings with District leadership, school planning committees, community members, and maintenance and operation staff to obtain the goals and vision of each project. As the former Director of Facilities Planning at Irvine USD, Kim brings direct knowledge of the client's perspective to all her projects; from the development of early scoping, schedule, funding and budgeting documents, to the selection of flexible furniture, project close-out and post-occupancy analysis. She is committed to applying a sustainable design approach to all projects.

## Relevant Experience

#### STEAM/Science

Classroom Renovation  
*Village School*

The Pegasus School New Library  
*The Pegasus School*

#### Irvine Unified School District

- College Park Elementary School, Measure E Building Expansion
- Woodbridge High School, Building J Modernizations
- District-wide Master Plan Update and Bond Implementation\*
- School Planning and Educational Specifications\*
- Comprehensive Modernizations, Three Elementary Schools
- Science/CTE Classroom Additions (5) Middle and (3) High Schools\*
- Woodbridge High School, PAC\*
- New Loma Ridge Elementary School\*

New Vista 6-8 School New  
Construction, Modernization  
*Lancaster School District*

#### Los Angeles Unified School District

- GALA, Campus Relocation
- Gardena High School, New Stadium and Synthetic Track

Gateway Community School New  
Vista Classroom Building  
and Modernization  
*Ventura County Office of Education*

Lake Elementary School, Campus  
Replacement Project and  
Bridging Documents  
*West Contra Costa Unified  
School District*

#### Facility Master Plans:

- Pomona USD, Sonoma Valley USD, El Monte USD, Burbank USD, Stockton USD, Oakland USD

*\*Projects completed while employed at Irvine Unified School District or other architectural firms.*

# Trang Nguyen

ASSOCIATE AIA | INTERIOR DESIGNER / DESIGNER



Trang is dedicated to designing safe, aesthetically pleasing, healthy and sustainable architecture. Her unique contributions include team and client collaboration, and the ability to prioritize and accelerate the work flow to meet deadlines. Trang is experienced in the preparation and coordination of design and construction documents and the use of REVIT. She will be responsible for creating functional, durable, and beautiful interior space designs working with the selected furniture and equipment, finishes and fixtures. She has expertise in arranging furniture and purposeful layouts that provide the greatest classroom flexibility.

LEVEL OF PARTICIPATION  
20%

CONTACT  
trang.nguyen@perkinseastman.com  
714.640.8207

EDUCATION  
Master of Architecture  
NewSchool of Architecture  
and Design  
New York, New York

Bachelor of Arts, Interior Design  
Washington State University  
Spokane, Washington  
Associate of Arts

South Seattle Community College  
Seattle, Washington

ASSOCIATIONS  
Member of AIA Orange County Chapter,  
Associate AIA  
Diversity, Equity and Inclusion (DE&I),  
Leadership Position

## Relevant Experience

**Norma Harrington,  
New K-5 Elementary School**  
*Oxnard School District*

**New STEM Building, Central  
Kitchen and MOT**  
*Lamont Unified School District*

**Innovation and Science Labs, 12  
School Sites, District-Wide Prototype**  
*El Rancho Unified School District*

**Irvine Unified School District:**

- College Park Elementary School,  
Measure E Building Expansion
- Improvements at Three Schools

**Thousand Oaks High School,  
Library / LRC**  
*Conejo Valley Unified School District*

**Westlake High School, STEM Building**  
*Conejo Valley Unified School District*

**Gateway Community School New  
Vista Classroom Building  
and Modernization**  
Ventura County Office of Education

**Chadwick International School –  
Furniture, Equipment Services**  
*EcoPark, Vietnam*

**East Los Angeles College, Equipment  
Expansion for the Central Plant**  
*Los Angeles Community  
College District*



## Scott Uhles P.E., LEED AP

### CIVIL ENGINEER

Scott has a long history with public sector projects, including land development, transportation, construction management and construction experience. He is involved from planning through construction. As a project engineer, Scott is responsible for utility research, base mapping, grading, retaining wall, street, water, sewer and storm drain design; hydrology report analysis and preparation; and storm water quality analysis.

#### EDUCATION

Bachelor of Civil Engineering, California  
Polytechnic State University, San Luis Obispo

#### REGISTRATION

Civil Engineer,  
California #72391

Accreditation LEED AP,  
US Green Building Council

#### ASSOCIATIONS

Member, American Society of Civil Engineers  
(ASCE)

City of Oxnard Chamber of  
Commerce, Land Use Committee



### RELEVANT EXPERIENCE

**McKinna New K-5 Elementary School,  
Academy of Multimedia**  
*Oxnard School District*

**Channel Islands High School Auto  
Shop Expansion and Modernization**  
*Oxnard Union High School District*

**Gateway Community School,  
New Classroom Building  
and Modernization**  
*Ventura Unified School District*

### Site Redevelopment

*Simi Valley Unified School District*

**Las Virgenes Unified School District,  
Civil Engineering Improvements**

- Round Meadow ES
- Lupin Hill ES

**Redwood Middle School  
Modernization**

*Conejo Valley Unified School District*

**West Hall New Science Building, Lab**  
*CSU Channel Islands*



## Rick Beall P.E., LEED AP

### STRUCTURAL ENGINEER

Rick has been with MHP since 2000, and he has continued to grow as a project manager and is now one of three Partners managing the Design & Retrofit team. Rick's broad project base has allowed him to gain valuable experience in a wide range of structural design areas. Rick's specialties include DSA projects (new construction, seismic retrofit and modernization) and health care, senior living, multifamily, and civic projects.

#### EDUCATION

Bachelor of Science, Architectural Engineering,  
California Polytechnic University

#### REGISTRATION

Licensed Structural Engineer California, #3503

Licensed Civil Engineer  
California, #41768

#### Accreditation

#### ASSOCIATIONS

American Society of Civil Engineers (ASCE)

ACE Mentor Program of America, Inc., Mentor at  
Rancho Dominguez High School

### RELEVANT EXPERIENCE

**New McKinna K-5 Elementary School**  
*Oxnard School District*

**Southlake Middle School  
Modernization and New**

**Music Building**  
*Irvine Unified School District*

**Woodbridge High  
School Modernization**  
*Irvine Unified School District*

**South Shores Elementary School  
Classroom Building**

**Dance Pavilion & Symphony Hall**  
*Orange County School of the Arts*

**Long Beach Unified School District**

- Avalon School Library
- Jordan HS Modernization
- Millikan High School New Building

**South Shores Elementary School,  
New Classroom Building**  
*Los Angeles Unified School District*





## Steven Johnson P.E.

MECHANICAL/PLUMBING ENGINEER

Steve has 16 years of experience ensuring high-quality design and personal service. With a background managing the mechanical and plumbing design teams spanning every sector of the industry, including; educational, he brings an unparalleled knowledge of the trade and dedication to his clients. Steve is responsible for the daily operations of the Mechanical department and oversees the fire sprinkler design team, the commissioning and LEED consulting division, and the BIM team.

### EDUCATION

Bachelor of Science, Mechanical Engineering  
Cal State Polytechnic University  
Pomona, California

### REGISTRATION

Mechanical Engineer,  
California #M33209

### ASSOCIATIONS

Member ASPE, Los Angeles Chapter  
Member ASHRAE, Tri-County

### RELEVANT EXPERIENCE

McKinna Elementary  
Oxnard School District

New Vista 6-8 School New  
Construction, Modernization  
Lancaster School District

Westlake STEM Building  
Conejo Valley Unified School District

South Lake Middle School  
Modernization, New Music Building  
Irvine Unified School District

HVAC Upgrades at Simi  
Valley Highschool

Simi Valley Unified School District

Thousand Oaks Sequoia Middle  
School Modernization  
Conejo Valley Unified School District

Ladera Elementary Administration  
Office Remodel  
Conejo Valley Unified School District

KIPP Compton New Middle School  
Compton Unified School District



## Leo Maya P.E., LEED AP BD+C

ELECTRICAL ENGINEER/FIRE PROTECTION

With over 20 years of design and project management experience, Leo Maya has worked on a wide array of projects including K-12 and higher education projects, industrial buildings, health care and institutional facilities, data centers, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. Leo joined the Design West team in 2005, in 2009 he assumed the responsibility of managing the electrical production. Design West and Perkins Eastman have worked together for 13 years

### EDUCATION

Bachelor of Science, Electrical Engineering  
Arizona State University

### REGISTRATION

Professional Electrical Engineer  
California #19480  
LEED AP BD+C, US Green Building Council

### ASSOCIATIONS

Board Member of IESNA, Inland Empire  
Member of IEEE, Inland Empire

New Vista 6-8 School New  
Construction, Modernization  
Lancaster School District

Westlake STEM Building  
Conejo Valley Unified School District

Ladera Elementary Administration  
Office Remodel  
Conejo Valley Unified School District

Six Campuses Fire Alarm & PA/  
Clock Upgrades  
Conejo Valley Unified School District

Thousand Oaks Sequoia Middle  
School Modernization  
Conejo Valley Unified School District

Westlake Hills Administration  
Office Remodel  
Conejo Valley Unified School District

KIPP Compton New Middle School  
Compton Unified School District





# Paul Jordan ASLA

## LANDSCAPE ARCHITECT

As a Principal, Paul is responsible for the overall landscape design of the project. He will work closely with the Architect and attend project meetings as necessary. He has 48 years' of experience - from campus planning, park design, commercial centers, and plan review services. As an active member in the Ventura community, Paul has served on the Architectural Review Board, and the Street Tree Advisory Committee.

### EDUCATION

Bachelor of Science, Environment Design  
California Polytechnic University, Pomona

### REGISTRATION

California Landscape Architect  
#1443

### ASSOCIATIONS

American Society of Landscape  
Architects (ASLA)

Construction Specification  
Institute (CSI)

International Code Council (ICC)

### RELEVANT EXPERIENCE

**Harrington Elementary School**  
*Oxnard School District*

**Pleasant Valley School of Engineering  
and Arts Early Education Center**  
*Pleasant Valley School District*

**Royal High School Quad Renovation  
and MPT Plaza**  
*Simi Valley Unified School District*

**Simi Valley High School Landscape  
Master Plan and Field**

*Simi Valley Unified School District*

**Wildwood Elementary School  
Landscape and Irrigation Project**  
*Conejo Valley Unified School District*



# Marcene Taylor CPE, LEED AP

## COST ESTIMATOR

MTI provides comprehensive Construction Cost Planning, Estimating, Budget Management and Value Engineering solutions. Marcene conducts cost planning and analysis for a variety of facility types specializing in educational, healthcare, civic, parks/recreation and commercial facilities. She specializes in early conceptual estimating to ensure a project's scope is achievable for the budget available, emphasizing the construction costs, and the entire project budget.

### EDUCATION

Certificate, Construction Management  
California State University  
Dominguez Hills

### REGISTRATION

Certified Professional Estimator, ASPE

Accreditation LEED AP BD+C,  
US Green Building Council

### ASSOCIATIONS

Member, American Society of  
Professional Estimators

### RELEVANT EXPERIENCE

**New Vista 6-8 School New  
Construction, Modernization**  
*Lancaster School Distric*

**Southlake Middle School  
Modernization and Music Building +  
13 Additional Projects**  
*Irvine Unified School District*

**Gateway Community School New  
Classroom Building, Modernizations**  
*Ventura Unified School District*

**Savanna High School Site  
Improvements Phase 2, 3, 4**  
*Anaheim Union School District*

**Woodbridge High  
School Modernizations**  
*Irvine Unified School District*

**Westlake High School New  
STEM Building**  
*Conejo Valley Unified School District*





# Jeremy Carver

## FOODSERVICE CONSULTING

Jeremy has completed over 150 K-12 projects and is the manager and thought leader for the K-12 design studio. With 14 years of design and project management experience in the foodservice industry, Jeremy is a specialist in preparing complex designs and drawings. His attention to detail and background working with foodservice drafting, specification writing, and budgeting results in projects that deliver exceptional cost and operational efficiencies. He is familiar with all plan check agencies, LEED, and DSA.

### EDUCATION

Long Beach City College  
AA - Architectural/Drafting

Rio Hondo College  
AA - Business Administration

### ASSOCIATIONS

Associate Member - FCSI  
Foodservice Consultant

Member of California School Nutrition  
Association



### RELEVANT EXPERIENCE

#### Site Surveys\*

*Oxnard School District*

#### College Park Elementary School,

#### Measure E Building Expansion

*Irvine Unified School District*

#### Gateway Community School New

#### Classroom Building

#### and Modernizations\*

*Ventura Unified School District*

#### New Central Central Kitchen\*

*Lamont School District*

#### Foodservice Renovation of

#### (12) Schools\*

*Norwalk-La Mirada Unified*

*School District*

#### Irvine Unified School District,

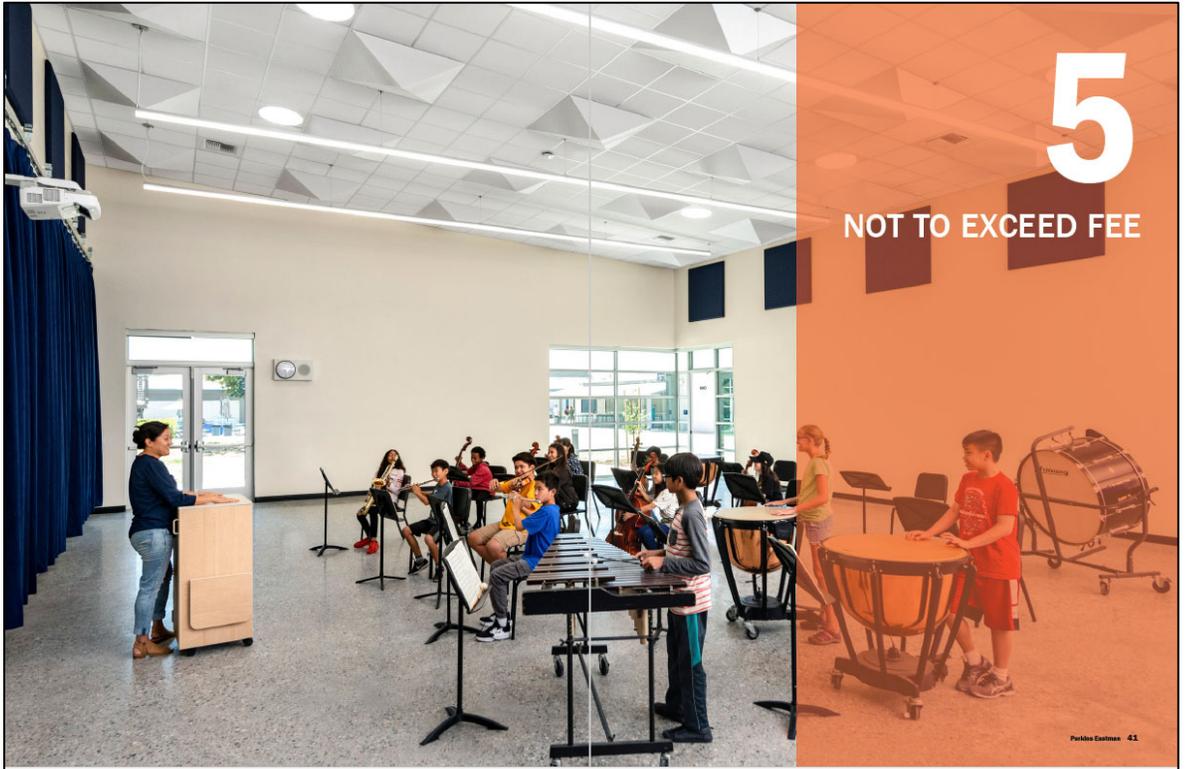
#### Foodservice Projects\*

- South Lake Middle School,  
Central Kitchen Study, Portola  
High School Cadence Park K8\*

*Projects started and/or completed with another firm*

Concordia International School, Shanghai Performing Arts Pavilion





# 5. Not To Exceed Fee

## Oxnard School District Reconstruction of Dr. Lopez Academy

**Fee Proposal**  
August 26, 2024

Phase	Percentage	Fee
Project Initiation	2.0%	56,980
Development of Architectural Program	2.5%	71,225
Schematic Design	13.0%	370,370
Design Development	16.0%	455,840
Construction Documents	40.0%	1,139,600
Bidding	2.0%	56,980
Construction	18.0%	512,820
Project Closeout	6.5%	185,185

<b>TOTAL A&amp;E FEE</b>	<b>100.0%</b>	<b>2,849,000</b>
--------------------------	---------------	------------------

The following assumptions have been considered in estimating the design team's effort required for this project:

- Basic Services fees outlined above are based upon our understanding of the project scope, including but not limited to size, complexity, schedule, construction cost, deliverables and agency approvals. Changes in the project criteria noted would warrant equitable adjustment in the proposed professional services fee.
- Services to be provided by the Architect and its consultants include architecture, civil engineering, landscape architecture,

structural engineering, mechanical/plumbing engineering, electrical engineering, fire alarm design, fire sprinkler design and coordination of infrastructure systems with District's consultants for data, security, and audiovisual systems.

- Services by specialty consultants not outlined in the scope of professional services listed above are not anticipated at this time nor included in this proposal. Perkins Eastman will notify the District if additional consultants may be required to support the project who shall be incorporated into the project team as an extension of services.



Brooklyn STEAM Center  
Brooklyn Navy Yard Corporation

- The Architect will develop rough-order-of-magnitude cost analysis during Schematic Design and Design Development. Detailed cost estimates are anticipated to be provided by the Lease-Lease Back contractor. The Architect will review those estimates to confirm scope and to assist in management of project budget and scope.
- FF&E selections and procurement will be provided by District consultants. The Architect will provide space planning in coordination with these selections.
- Geotechnical investigation of existing soils will support the use of conventional spread footing design. Design of caissons, piles or mat foundations are not anticipated to be required.
- Off site improvements will include new driveways and new utility connections which will require submittal and approval by the City of Oxnard. Additional off-site improvements are not anticipated to be required.
- Construction documents will be assembled as a single package for agency approval and bidding. Preparation of multiple packages is not anticipated to be required.
- Construction is anticipated to occur in two phases. Design of interim infrastructure or existing building modifications to allow the multiple-phase approach is not anticipated to be required.
- Third party sustainability certifications such as LEED or CHIPS are not required for this project
- All agency review fees shall be paid for by the District.



## 6. Conceptual Cost Estimate

### Attachment A - Cost Comparison Sheet

Dr. Lopez 6-8 School			Proposed "Re-use of Plans" School					
Design & Reconstruct School to District Specifications for 750 students								
Description	Quantity	Units	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2024 Total Cost as Proposed
General Purpose Classrooms (24)	23,040	sf	General Purpose Classrooms (24)	23,040	sf	-	11,404,800	18,432,000
Special Education Classrooms (4)	3,840	sf	Special Education Classrooms (4)	3,840	sf	-	1,900,800	3,072,000
Special Education Classrooms Severe (2)	2,400	sf	Special Education Classrooms Severe (2)	2,400	sf	-	1,188,000	1,920,000
Opportunity Classroom (1)	960	sf	Opportunity Classroom (1)	960	sf	-	475,200	768,000
Piano Lab (1)	1,200	sf	Piano Lab (1)	1,200	sf	-	594,000	960,000
Science Labs (4)	4,800	sf	Science Labs (4)	4,800	sf	-	3,120,000	5,280,000
Art Lab (1)	1,200	sf	Art Lab (1)	1,200	sf	-	720,000	960,000
Band/Orchestra Room (1)	1,500	sf	Band/Orchestra Room (1)	1,500	sf	-	900,000	1,500,000
Teaching Support Spaces	5,090	sf	Teaching Support Spaces	5,280	sf	190	2,613,600	5,280,000
Administrative Spaces	3,005	sf	Administrative Spaces	3,100	sf	95	1,534,500	2,480,000
Library and Resource Center	1,800	sf	Library and Resource Center	1,920	sf	120	940,800	1,536,000
Multipurpose Facility	13,497	sf	Multipurpose Facility	14,000	sf	503	6,930,000	14,000,000
Lunch Shelter	2,800	sf	Lunch Shelter	2,800	sf	-	-	1,050,000
Restrooms	2,500	sf	Restrooms	2,500	sf	-	1,562,500	3,000,000
<b>Total</b>	<b>67,632</b>	<b>sf</b>		<b>68,540</b>		<b>908</b>	<b>33,884,200</b>	<b>60,238,000</b>
	Total Hard Costs							60,238,000
	Total Soft Costs							9,392,251
	<b>Total Costs</b>							<b>69,630,251</b>
	Total Contingency							6,023,800

*Human by Design*

## EXHIBIT C

### **BASIC SERVICES AND DESCRIPTION OF SUBMITTALS**

#### **A. GENERAL REQUIREMENTS**

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

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

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

## **B. ESTIMATES AND COSTS GENERALLY**

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

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm- water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The term construction cost excludes property and similar taxes attributable to the Project site.
- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost

to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

### **C. PROJECT INITIATION PHASE**

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

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

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

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
  - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

**D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

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

- (1) Coordinate with the District’s Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
  - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
  - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
  - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

## **E. SCHEMATIC DESIGN PHASE**

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

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
  - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

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

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

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

## **F. DESIGN DEVELOPMENT PHASE**

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

- (1) Architectural:
  - (i) Scaled, dimensioned floor plans with final room locations including all openings.
  - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
  - (iii) Identification of all fixed equipment to be installed in contract.
  - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
  - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
  - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
  - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
    - (a) Light fixtures
    - (b) Ceiling registers or diffusers
    - (c) Access Panels
  - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
    - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - (c) Schematic piping
    - (d) Temperature control zoning.
  - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

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

(6) Landscape:

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

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

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

(9) Meetings:

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

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

(10) Presentation:

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

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

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

## **G. CONSTRUCTION DOCUMENTS PHASE**

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

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
  - (f) Fixed equipment details and identification started.
  - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
  - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (b) Large scale mechanical details should be started.
  - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
  - (c) All electrical equipment schedules should be started.
  - (d) Special system components should be approximately located on plans.
  - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

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

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

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

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

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

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

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:  
Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
  - (a) Mechanical load calculations complete and all piping and ductwork sized.
  - (b) Large scale mechanical details should be substantially complete.
  - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
  - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
  - (c) All electrical equipment schedules should be virtually complete.
  - (d) Special system components should be located on plans.
- (v) Civil:  
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
  - (i) Architectural:
    - (a) Completed site plan.
    - (b) Completed floor plans, elevations and sections.
    - (c) Architectural details and large blow-ups completed.
    - (d) Finish, door and hardware schedules completed, including all details.
    - (e) Site utility plans completed.
    - (f) Fixed equipment details and identification completed.
    - (g) Reflected ceiling plans completed.
  - (ii) Structural:
    - (a) Structural floor plans and sections with detailing completed.
    - (b) Structural calculations completed.
  - (iii) Mechanical:
    - (a) Large scale mechanical details complete.
    - (b) Mechanical schedules for equipment completed.
    - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
    - (d) Complete energy conservation calculations and report.
  - (iv) Electrical:
    - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
    - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
  - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
  - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
  - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 

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

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

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
  - (b) Coordination of the development of specifications by other disciplines.
  - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
  - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
  - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
  - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
  - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
- (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
  - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

## **H. BIDDING PHASE**

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

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

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

## **I. CONSTRUCTION PHASE**

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

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

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

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

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

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

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

## **J. PROJECT CLOSE-OUT PHASE**

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

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

**K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES**

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

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

**EXHIBIT D**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and Number of Copies:

- (a) Schematic design submittal package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design checklist - 2 copies

**(2) Design Development Phase**

Deliverables and Number of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/material boards - 2 copies
- (c) Design development drawing submittal - 4 copies
- (d) Outline specifications - 4 copies
- (e) Cost estimate - 4 copies
- (f) Design checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

**(3) Construction Documents Phase**

Deliverables and Number of Copies:

- (a) 50-percent submittal - 4 copies of the 50% working drawings, 3 copies of specifications, and 3 copies of cost estimates.
- (b) 90-percent/DSA Submittal - 4 copies of the 90% DSA submittal working drawings, and 3 sets of equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes - 2 copies (Submit with DSA Submittal)
- (d) 100-percent/DSA-approved submittal - 4 copies
- (e) 4 sets of the DSA-approved one hundred percent (100%) working drawings, 3 sets of specifications, one (1) engineering calculation, and 3 sets of cost estimates.
- (f) Electronic file copy of DSA-approved C/D drawings and specifications on C/D - 1 copy (in PDF and CAD format)
- (g) Design checklist- 2 copies
- (h) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such Changes on the previously approved Construction Budget - 2 copies. If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with 50-percent, 90-percent, and 100-percent submittals)

- (i) Construction Drawings shall include, at no additional costs (included in fee), space planning drawings for each classroom and support space of the project. This shall include specifications of all furniture, fixtures, and equipment whether provided by the Contractor or District-supplied.

**EXHIBIT E**

**INVOICE APPROVAL LETTER**

DATE: \_\_\_\_\_

PROJECT: Reconstruction of Dr. Lopez Academy

ARCHITECT OF RECORD: Perkins Eastman Architects DPC

Perkins Eastman Architects DPC has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of Perkins Eastman Architects DPC hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

\_\_\_\_\_  
Perkins Eastman Architects DPC

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Caldwell Flores Winters, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oxnard School District  
Melissa Reyes  
Director, Purchasing

\_\_\_\_\_  
Date



## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

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

### First Billing.

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

### Subsequent Billings

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

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

## EXHIBIT F

### **FINGER PRINTING REQUIREMENTS** **SECTION 00510**

#### **BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

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

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

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

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

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

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

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

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

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

Name: Diego Matzkin, Eric Pan

Title: Principal in Charge, Project Manager

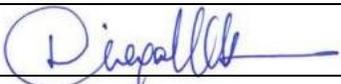
AND/OR

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

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

Date: 8/27/2024

Proper Name of Contractor: \_\_\_\_\_

Signature:  \_\_\_\_\_

By: Diego Matzkin

Its: Principal



# OXNARD SCHOOL DISTRICT

## Reconstruction of Dr. Lopez Academy

*Board of Trustees Presentation  
October 2, 2024*

---

2163 HARBOR BAY PARKWAY  
ALAMEDA, CA 94502  
(510) 596-8170

521 NORTH 1<sup>st</sup> AVENUE  
ARCADIA, CA 91006  
(626) 829-8300

1901 S. VICTORIA AVENUE SUITE 106  
OXNARD, CA 93035  
(805) 201-1989

**CFW**  
— INC.

# Overview

---

- Pursuant to the June 2024 Semi-Annual Report to the Oxnard School District's (District) Board of Trustees (Board) on the Enhanced Master Construct Program, a recommendation for architectural services to design the Reconstruction of Dr. Lopez Academy is being presented for Board consideration
- In August 2024, a proposal was requested by CFW on behalf of the District from Perkins Eastman, one of the District's prequalified architectural firms
- Upon review and consideration, it is recommended by CFW and District staff the Board appoint Perkins Eastman as the Architect of Record for the reconstruction of Dr. Lopez Academy
- Perkins Eastman has previously designed the District's reconstruction of Harrington Elementary and more recently McKinna Elementary
- Their proposed contract and fee is being presented under separate cover tonight for consideration by the Board
- The firm has prepared a "fly through" computer generated presentation to be provided to the Board for its consideration prior to Board action
- The proposed project meets the Board's adopted specifications under the Enhanced Master Construct Program for a new 6-8 middle school facility
- This presentation provides a brief overview of the project and budget, proposed timeline, followed by conceptual architectural site plans, floor plans, and select renderings

# Project Overview

---

- A reuse of plans approach is used for the reconstruction of a new 750 student grade 6-8 two-story campus at the existing Dr. Lopez Academy school site
- The scope of work has been revised to accommodate the District's desire to have the Academy share comparable facilities as those at Fremont, including an intramural sports gym
- The plans will be drawn pursuant to the following specifications to accommodate the District's current educational program and those comparable specifications for the Fremont middle school project:
  - 24 general purpose classrooms, a piano lab, 6 dedicated special education classrooms, an opportunity classroom, 4 science labs, an art lab, plus a band/orchestra room, lunch shelter, and necessary support administrative, library, and a multipurpose Gym facility for eating, presentations, performances and intramural sports
  - Parking for 84 spaces as well as improved soccer fields, five tennis courts, and hardcourt spaces, student pick up/drop off areas and access from Hill Street
- The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use
- Setbacks will be incorporated to minimize the impact to neighboring land uses including adjoining residential areas

# Project Phasing, Timeline and Budget

---

- The project is proposed to be constructed over 2 phases to allow for use of the existing facility during Phase 1 construction with job site access from Wooley across the existing bus facility and interim parking made available on the designated rear hardscape area
- During Phase 2, the existing site is demolished, new permanent parking and circulation area and tennis courts constructed, and hardscape area restored for student use upon completion
- The timeline for the project is as follows:
  - **Division of the State Architect (DSA) Submittal:** July 1, 2025
  - **DSA Approval:** January 2026
  - **Bidding/Start Construction:** December 2026
  - **End Construction:** December 2028
- The revised “all-in” budget for the proposed reconstructed school is \$69.7 million (including both hard and soft costs, demolition and site work)
- The architectural contract amount including engineering fees as proposed costs is \$2,849,000
- The anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions

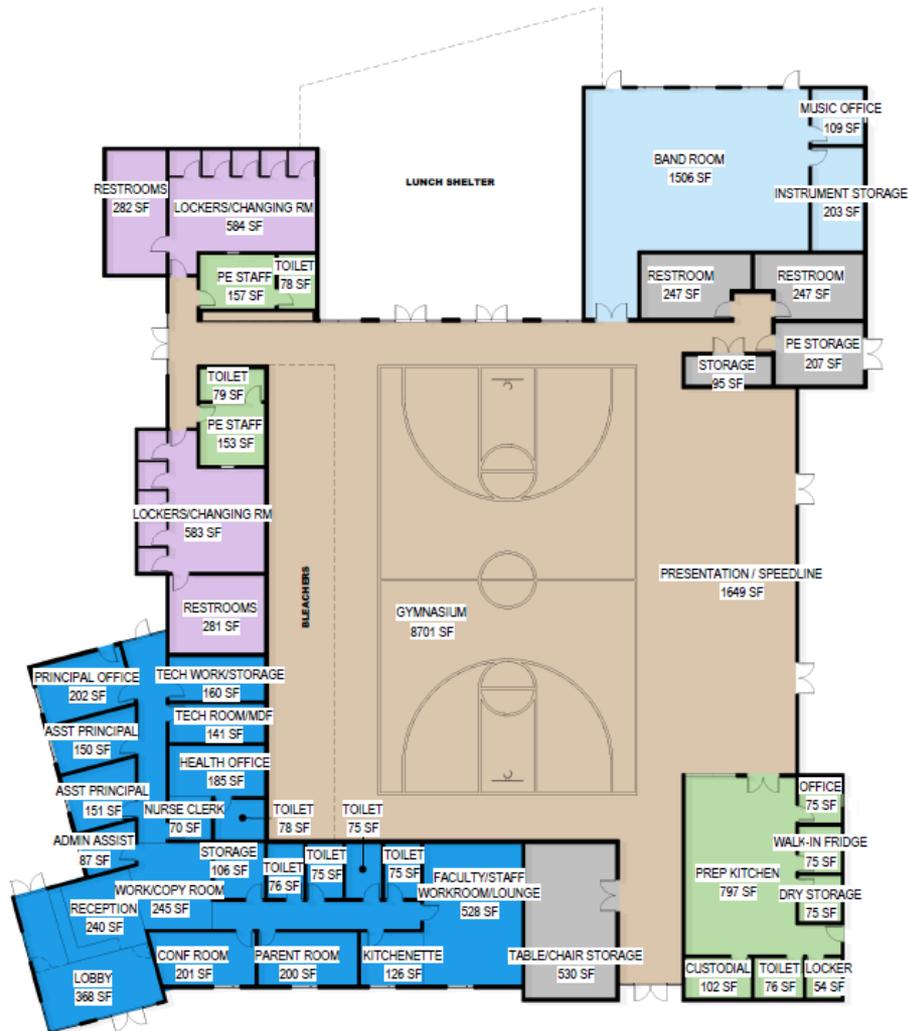
# Site Plan



# Site Plan – Temporary Parking



# Building 1 Floor Plan (MPR, Band, Admin Facilities)

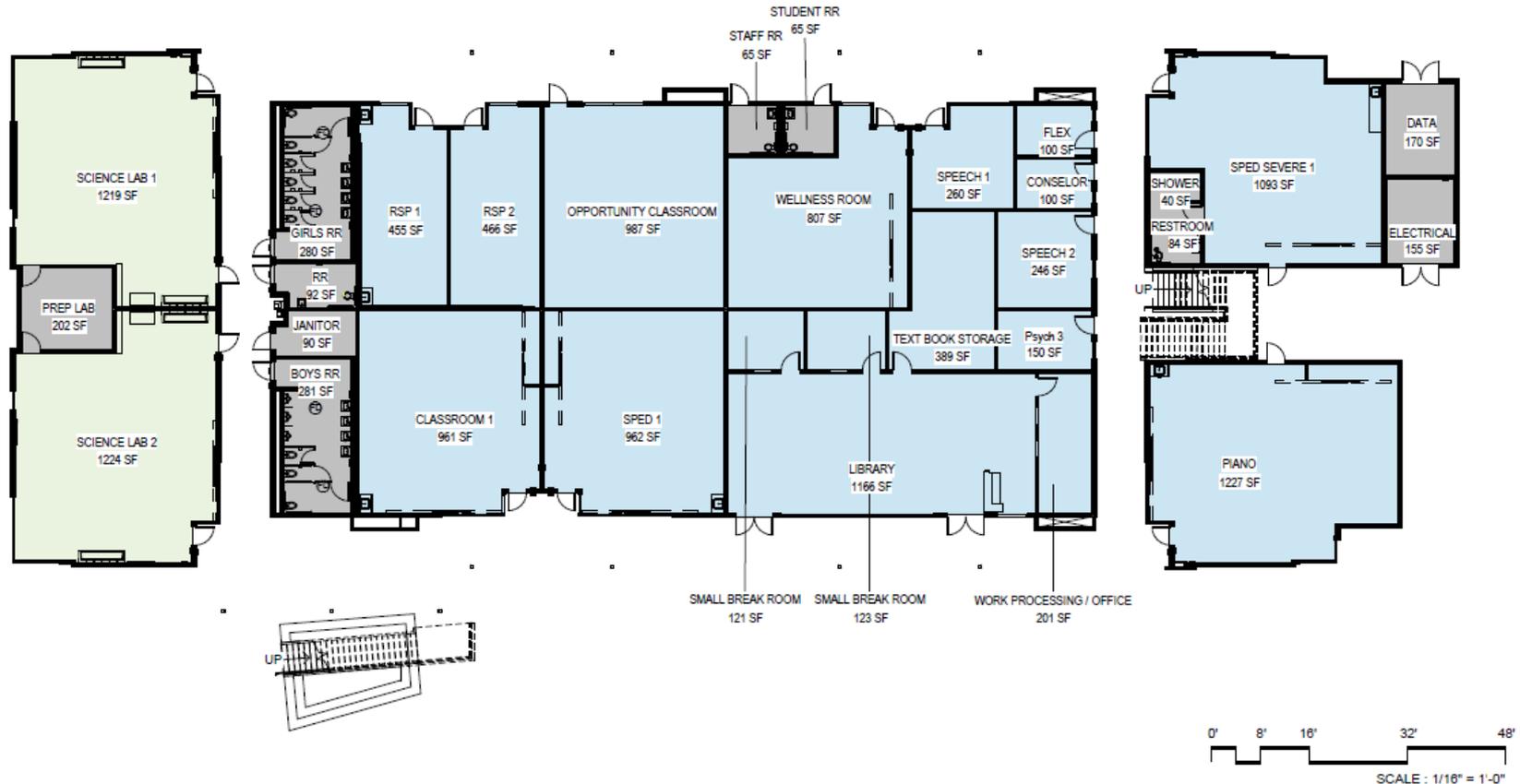


**BUILDING 1 - 1-STORY**  
LOPEZ ACADEMY

**PERKINS — EASTMAN**  
OXNARD SCHOOL DISTRICT

**CFW**  
INC.

# Building 2 Floor Plan Level 1 (Classrooms, Labs, Library)



**BUILDING 2 - LEVEL 1**  
LOPEZ ACADEMY

OXNARD SCHOOL DISTRICT **PERKINS EASTMAN**

# Building 2 Floor Plan Level 2 (Classrooms, Labs)

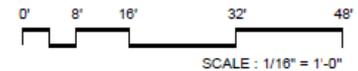
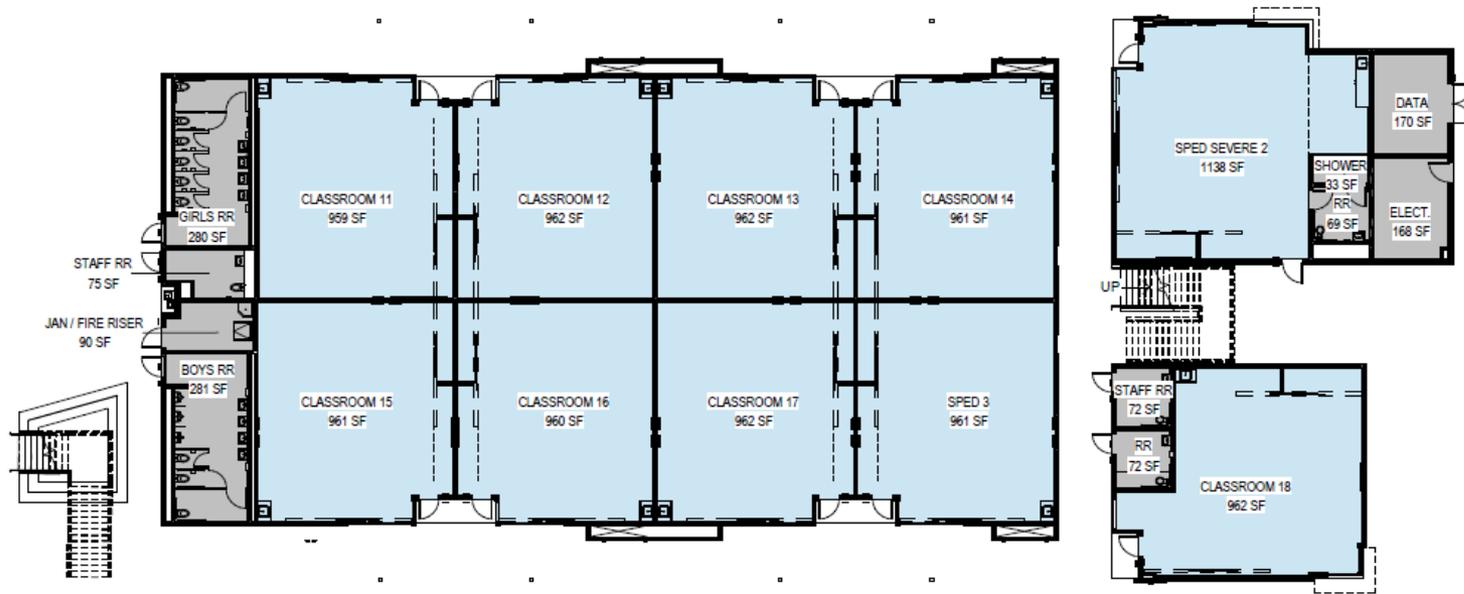


**BUILDING 2 - LEVEL 2**  
LOPEZ ACADEMY

OXNARD SCHOOL DISTRICT

**PERKINS — EASTMAN**

# Building 3 Floor Plan Level 1 (Classrooms)



**BUILDING 3 - LEVEL 1**  
LOPEZ ACADEMY

**OXNARD SCHOOL DISTRICT**  
**PERKINS — EASTMAN**

# Building 3 Floor Plan Level 2 (Classrooms, Art Lab)



**BUILDING 3 - LEVEL 2**  
LOPEZ ACADEMY

OXNARD SCHOOL DISTRICT

**PERKINS — EASTMAN**

# Renderings (Entrance, Quad, Bird's Eye View)



# Renderings (Science, Classroom, MPR Facilities)



RENDERINGS  
LOPEZ ACADEMY

OXNARD SCHOOL DISTRICT PERKINS — EASTMAN

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (DeGenna)**

---

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

- June 26, 2024 Regular Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Minutes June 26 2024 Regular Meeting \(23 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Monica Madrigal Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Brian Melanephy**, Member

## ADMINISTRATION

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

## MINUTES REGULAR BOARD MEETING Wednesday, June 26, 2024

**5:00 PM - Open Meeting**  
**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](https://osdtv.oxnardsd.org)

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

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

## Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Trustee Monica Madrigal Lopez arrived during closed session. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

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

Dr. Ana DeGenna, Superintendent, led the audience in the Pledge of Allegiance.

### A.3. Adoption of Agenda (Superintendent)

The agenda was adopted with the following revisions:

- Item D.7 - Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll) – item pulled from the agenda
- Item D.13 - Approval of Employee Compensation/Salary Schedules for the 2024-25 School Year Effective July 1, 2024 (Torres) – item to include approval of OSSA and CSEA salary schedules only

Motion #23-197 Adoption of Agenda as Amended

Mover: Rose Gonzales

Secunder: Brian Melanephy

Moved To: Adopt as Amended

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

### A.4. Recognition of Retirees (DeGenna)

The Board of Trustees recognized retirees for the 2023-24 school year.

Sharon Ahumada	Campus Asst.-CSEA	27 Years
Rosaicela Alejandre	Campus Assistant	9 Years
Laura Ambriz	Teacher Grade 1 DLI	27 Years
Martha Amezcua Ochoa	Teacher Grade 1 DLI	30 Years
Ofelia Anguiano	Campus Assistant	25 Years
Maria Ayala	Teacher Kindergarten DLI	26 Years

---

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

June 26, 2024

Stacy Ballas	Teacher Kindergarten	25 Years
Karen K. Beal	Teacher Resource Specialist	7 Years
Margarita Bernard	Teacher Grade 1	27 Years
Bertha Betancourt	Child Nutrition Worker	19 Years
Nancy Booth	Teacher Resource Specialist	19 Years
Susan C. Brogdon	Child Nutrition Worker	8 Years
Teresa Byrne	Teacher Sp Ed M/S	9 Years
Philip Bullard	Teacher Physical Education	8 Years
Rosy R. Camarena	Office Assistant II/EI	24 Years
Susan Canales	Teacher Kindergarten	37 Years
Stephen Carrier	Teacher Grade 5	26 Years
Anthony Angel Castilla	Custodian	23 Years
Beatriz Chavez	Preschool Teacher (B)	32 Years
Rosa Maria Chavez	Teacher Grade 1	30 Years
Maria Chay	Teacher Grade 1	26 Years
Paula Corona	Child Nutrition Worker	21 Years
David Crowell	Teacher Social Studies Jr High	27 Years
Irma DeCandia	Teacher Grade 5	35 Years
Yolanda Delgado	Instr Asst RSP (B)	35 Years
Marcela DeSales	Teacher Grade 2 DLI, English	28 Years
Kristin Dodge	Teacher Language Arts Jr High	24 Years
Susan Ekwall	Teacher Band Jr High	21 Years
Maria Espinoza	Teacher Kindergarten	25 Years
Sheryl Fidler	Psychologist	31 Years
Christine Finney	Teacher Grade 5	20 Years
Alisse Fisher	Teacher Kinder DLI, English	24 Years
Rosio Flores	Preschool Teacher (B)	25 Years
Lisa A. Franz	Director of Purchasing	34 Years
Suzanne Fries Hostka	Teacher Grade 4	24 Years
Alvaro Galvan	Teacher Grade 3 DLI	27 Years
Melissa Gano	Literacy Intervention Teacher	38 Years
Mariana Garcia	Asst. Principal Jr. High	24 Years
Araceli Garrido Hernandez	Attendance Accounting Tech	25 Years
Michelle Gibbs	Literacy Intervention Teacher	27 Years
Dario Gonzales	Lead Custodian	30 Years
Arcelia Hernandez	Paraeducator II	38 Years
Suzanne Johnson	Literacy Intervention Teacher	36 Years
Sandra Kelble	Teacher Grade 4	30 Years
Teresita Kubilos	Pre-K Teacher	9 Years
Virginia Ladines	Child Nutrition Worker	22 Years
Diana Laubacher	Teacher Kindergarten	37 Years
Sara Lemos	Paraeducator II	27 Years

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

Julio Leon Aguilar	Custodian	27 Years
Rogelio E. Lopez	Campus Assistant	15 years
Patricia Lopez Torres	Literacy Intervention Teacher	28 Years
Suzanne A. Lugotoff	Director of CNS	7 Years
Mitzi Majeski	Teacher Kinder DLI, English	11 Years
Janet Marks	Teacher Social Studies Jr High	32 Years
Joann E. Martinez	Child Nutrition Worker	24 Years
Traci Martinez	Teacher Grade 3	27 Years
Juan Martinez	Teacher Math Jr. High	20 Years
Theresa McGee	Manager Sp. Ed	5 Years
Edna G. Merlo	Campus Assistant	2 Years
Roxanne Miranda	Teacher Science Jr High	27 Years
Silvia Moncayo	Teacher Grade 3 DLI	27 Years
Adele Montijo	Teacher Grade 2	24 Years
Leslie Nateras	Teacher Kindergarten DLI	31 Years
Lorraine Nava	Paraeducator II	28 Years
Derek Olson	Teacher Grade 4 DLI, English	28 Years
Patricia Oropeza	Teacher Grade 1 DLI	37 Years
Anthony Otani	Teacher Grade 3	25 Years
Lucy Perales	Psychologist	23 Years
Jennie J. Peraza	Administrative Assistant	25 Years
Maria Perez	Campus Asst.-CSEA	22 Years
Louis Piña	Custodian	28 Years
Amy Poore	Teacher Grade 1	36 Years
Shirley Prado	Teacher Resource Specialist	28 Years
Rosario Rabago	School Office Manager/Jr	30 Years
Dora Ramirez	Instructional Assistant	34 Years
Maria Elena Ramirez	Paraeducator II	41 Years
Alfonso D. Rivera	Lead Custodian	26 Years
Jeannie Rosebro	Teacher Grade 1	27 Years
Javier V. Sanchez	Paraeducator II	17 Years
Martha P. Sanchez	Paraeducator II	25 Years
Graciela Sanchez Hernandez	Child Nutrition Worker	5 Years
Antonio Sandoval	Teacher Kindergarten DLI	9 Years
Maria Skinner	Teacher Sp Ed M/S	13 Years
Danita Y. Spence	Tech Services Technician/12	24 Years
Maria Tamsing	Teacher Grade 3	31 Years
Leslie Taylor	Teacher Grade 6	26 Years
Alfred Teran	Lead Custodian	28 Years
Patricia Tolle	Coordinator-190	11 Years
Carlos Torres	Teacher Grade 4 DLI	27 Years
Sylvia Valencia	Teacher Kindergarten DLI	19 Years

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

Dalia Valenzuela-Arenas	Executive Assistant-Ed Services	28 Years
Karen Vales	Teacher Science Jr High	19 Years
Maritza Valle	Teacher Grade 2	22 Years
Maria De La Luz Vargas De Bravo	Campus Assistant	29 Years
Roxanne Vettese	Teacher Physical Education	30 Years
Beatriz Viveros	Teacher Grade 2 DLI	28 Years

**A.5. Recess (10 Minutes)**

There was a brief recess at 5:10 p.m.

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

There were no comments.

**A.7. Closed Session**

The Board convened to closed session at 5:31 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  
Case #2023-CUOE015904

- 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 Appointment
  - Manager, Special Education
  - Assistant Principals
- Public Employee Evaluation

---

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

- Superintendent

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

The Board reconvened to open session at 7:00 p.m.

**A.9. Report Out of Closed Session**

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-198 Appointment of George Uduigwome as Manager, Special Education

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-199 Appointment of Gerardo Herinx as Assistant Principal

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Motion #23-200 Appointment of Hilary Anderson as Assistant Principal

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 3 - Veronica Robles-Solis, Monica Madrigal Lopez, MaryAnn Rodriguez

Nays: 2 - Brian Melanephy, Rose Gonzales

Motion Result: Passed

**A.10. Presentation of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)**

Emilio Flores and Greg Norman with Caldwell Flores Winters presented the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program. The update will be presented for the Board's approval at the August 7, 2024 Board meeting.

---

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

## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Lisa Towery re: Classified employees
- Jasmine Duron re: behavior management

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #23-201 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **C.1. Certification of Signatures (Mitchell)**

As presented.

### **C.2. Approval of 2024-25 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)**

As presented.

### **C.3. Enrollment Report (Mitchell)**

As presented.

### **C.4. Purchase Order/Draft Payment Report #23-11 (Mitchell /Franz)**

As presented.

### **C.5. Approval of Resolution No. 24-01 to Authorize Appropriation Transfers for 2024-25 (Mitchell/Núñez)**

As presented.

### **C.6. Approval of Resolution No. 24-02 for Authorization to Make Temporary Loans between District Funds for 2024-25 (Mitchell/Núñez)**

As presented.

### **C.7. Approval of Resolution No. 24-03: Authority for the Board of Trustees to Improve**

---

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

June 26, 2024

**Salaries and Benefits for Certain Categories of Employees after July 1, 2024  
(Mitchell/Núñez)**

As presented.

**C.8. Approval of Committed Fund Balance Resolution No. 24-04 (Mitchell/Núñez)**

As presented.

**C.9. Approval of Resolution No. 23-26 Making Environmental Findings in Connection with the Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Marina West Elementary School (Mitchell/Miller/CFW)**

As presented.

**C.10. Approval of Resolution No. 23-27 Making Environmental Findings in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)**

As presented.

**C.11. Approval of Resolution No. 23-28 Making Environmental Findings in Connection with the ECDC Project at Rose Avenue Elementary School (Mitchell/Miller/CFW)**

As presented.

**C.12. Acceptance of Disclosure of Collective Bargaining Agreement with Classified School Employees Association (CSEA) (Mitchell/Nuñez)**

In the amount of \$2,835,700.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.13. Acceptance of Disclosure of Collective Bargaining Agreement with Oxnard Supportive Services Association (OSSA) (Mitchell/Nuñez)**

In the amount of \$1,230,828.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.14. Acceptance of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Nuñez)**

In the amount of \$965,255.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

**C.15. Establishment and Increase in Hours of Positions (Torres/Fuentes)**

As presented.

**C.16. Personnel Actions (Torres/Fuentes)**

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**

- C.17. Approval of Amendment #1 to Agreement #23-121 – IXL Learning (DeGenna/Jefferson)**  
To extend the term for providing professional development training for Mild to Moderate Teachers Professional development: Standard District success package through June 30, 2025, no additional cost to the original agreement.
- C.18. Approval of Amendment #1 to Agreement #23-208 – Pelletier & Associates Inc. (Torres/Magaña)**  
For additional funds needed to cover disability management consultation services through the end of the 2024-25 school year, in the amount of \$40,000.00, to be paid out of the Unrestricted General Fund.
- C.19. Approval of Agreement #24-01, County of Ventura/Ventura County Behavioral Health (Fox/Nocero)**  
To provide in-person and/or virtual parent education on mental health issues and work collaboratively with District staff in community outreach and awareness activities, July 1, 2024 through June 30, 2027, at no cost to Oxnard School District.
- C.20. Approval of Agreement #24-02 – County of Ventura – Human Services Agency (Fox/Nocero)**  
To provide social workers that will help support parents on issues relating to attendance and behavior, July 1, 2024 through June 24, 2025, in the amount of \$476,172.00, to be paid out of the General Fund.
- C.21. Approval of Agreement #24-12, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2024-2025 (Fox/Shea)**  
To provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, July 1, 2024 through June 30, 2025, in the amount of \$4,590,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program.
- C.22. Approval of Agreement #24-13 – Unfold the Soul (Fox/Shea)**  
To provide an onsite customized comprehensive Professional Learning Day for staff on August 12, 2024, in the amount of \$10,500.00, to be paid out of Title II Funds.
- C.23. Approval of Agreement #24-17, Panorama Education (Fox/Nocero)**  
To provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, July 1, 2024 through June 30, 2025, in the amount of \$210,500.00, to be paid from Multi-Tiered System of Support (MTSS) Grant.
- C.24. Approval of Agreement #24-23 – N2Y, LLC (DeGenna/Jefferson)**  
To provide on-site professional development training to Moderate/ Severe Special Education

---

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

teachers on August 7, 2024, in the amount of \$5,250.00, to be paid out of Special Education Funds.

**C.25. Approval of Agreement No. 24-24 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Corona)**

For the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2024-25 fiscal year, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.26. Approval of Agreement No. 24-25 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Corona)**

For the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2024-25 fiscal year, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.27. Approval of Agreement No. 24-27 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Corona)**

For the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools, July 1, 2024 to June 30, 2025, operating costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

**C.28. Approval of Agreement #24-29 – Maxim Healthcare Services (DeGenna/Jefferson)**

To provide supplemental staffing to the Special Education Department on an “as needed” basis in the areas of Speech Language Therapist, Behavior Technician, Occupational Therapist, Psychologist, and LVN, July 1, 2024 through June 30, 2025, in the amount of \$2,000,000.00, to be paid out of Special Education Funds.

**C.29. Approval of Agreement #24-30, American Language Services (Fox/Ruvalcaba)**

To provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings, August 1, 2024 – June 30, 2025, in the amount of \$20,000.00, to be paid out of Title 1 Funds.

**C.30. Approval of Agreement #24-32 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**

To provide consultant services to the Special Education Department that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services, July 1, 2024 through June 30, 2025, in the amount of \$500,000.00, to be paid out of Special Education Funds.

**C.31. Approval of Agreement #24-33 – Taj Dashaun (Fox/Shea)**

---

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

To visit schools in the Oxnard School District After School and Expanded Learning Opportunities Program to inspire students through the Olympians' stories of perseverance, determination, goal setting, and an elite mindset, July 8, 2024 through July 26, 2024, in the amount of \$200,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.32. Approval of Agreement #24-34 – The Stepping Stones Group, LLC (Fox/Shea)**

To provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis, July 1, 2024 through June 30, 2025, in the amount of \$1,140,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.33. Approval of Agreement #24-37 – Think Together (Fox/Thomas)**

To provide equity-based systemic changes for Fremont Academy in order to support positive student outcomes, July 1, 2024 through June 30, 2025, in the amount of \$173,250.00 to be paid out of Title I - \$12,996.00 and CSI (ESSA School Improvement) - \$160,254.00.

**C.34. Approval of Agreement #24-38 – Think Together (Fox/Thomas)**

To provide equity-based systemic changes for Chavez, Elm and McKinna schools in order to support positive student outcomes, July 1, 2024 through June 30, 2025, in the amount of \$299,250.00, to be paid out of Title I Funds.

**C.35. Approval of Agreement #24-39 – R.M. Pyles Boys Camp (Fox/Nocero)**

To provide a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age, August 24, 2024 through June 30, 2025, at no cost to Oxnard School District.

**C.36. Approval of Agreement#24-40 – Forever Found (Fox/Nocero)**

To provide trained facilitators to work in conjunction with school administrators, counselors, and outreach specialists to conduct staff training on the subject of human trafficking prevention and restoration curriculum and to meet with students who can benefit from their services, July 1, 2024, through June 30, 2027, at no cost to Oxnard School District.

**C.37. Approval of Agreement #24-41, County of Ventura (Fox/Nocero)**

To provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services to meet health needs, July 1, 2024 through June 30, 2025, at no cost to Oxnard School District.

**C.38. Approval of Agreement #24-44 – The Coalition for Family Harmony (Fox/Nocero)**

To provide services that Counselors and Outreach Specialists may refer families to such as counseling, parenting programs, legal services, crisis response and intervention, and emergency shelter and LGBTQ+ counseling, August 24, 2024 – June 30, 2025, at no cost to Oxnard School

District.

**C.39. Approval of Agreement #24-45 – Marisa Miller (Fox/Shea)**

To provide a Literacy Curriculum Program for all 20 schools in the Oxnard School District After School and Expanded Learning Opportunities Program, July 1, 2024 through June 30, 2025, in the amount of \$62,940.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.40. Approval of Agreement #24-46 - Sunrise Physical Therapy Services Inc. (Torres/Magaña)**

To provide ergonomic jobsite evaluations and trainings for staff to reduce workplace injuries, July 1, 2024 through June 30, 2025, in the amount of \$29,000.00, to be paid out of Ergonomic Reimbursables Funds.

**C.41. Approval of Agreement #24-47 – Pelletier & Associates Inc. (Torres/Magaña)**

To provide Essential Function Job Analyses (EFJA's) to assist in the disability management process and identify and accommodate individuals into physically appropriate positions, July 1, 2024 through June 30, 2025, in the amount of \$5,000.00, to be paid out of the Unrestricted General Fund.

**C.42. Approval of Agreement #24-66, Renaissance Learning, Inc. (Fox/Thomas)**

To conduct in-person professional development for school administrators and educators utilizing the Star assessment system, July 1, 2024 – June 30, 2027, in the amount of \$17,700.00, to be paid out of Supplemental Concentration Funds.

**C.43. Approval of Agreement #24-49, 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 School, July 1, 2024 through June 30, 2025, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

**C.44. Approval of Agreement/MOU #24-50, Ventura Unified School District (Fox/Ruvalcaba)**

To explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District, in the amount of \$5,802.13 (matching funds), to be paid out of Title I Funds.

**C.45. Approval of Agreement #24-51, Frog Environmental (Mitchell/Galvan)**

To perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) for Storm Water Monitoring of the district's Transportation facility, July 1, 2024 through June 30, 2025, in the amount of \$5,536.00, to be paid out of Routine Restricted Maintenance Funds.

**C.46. Approval of Agreement #24-52 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)**

---

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

For Vallarta's use of a part of the ESC front parking lot, July 1, 2024 - June 30, 2025, Vallarta to pay Oxnard School District the sum of \$29,646.68.

**C.47. Approval of Agreement #24-53, Franklin Covey Education (DeGenna/Jefferson)**

To provide training on leadership development and Speed of Trust workshops for staff, students, and families throughout the Oxnard School District, July 1, 2024 through June 30, 2025, in the amount of \$101,300.00, to be paid out of Special Education Funds (\$42,100.00) and Supplemental Concentration Funds (\$59,200.00).

**C.48. Approval of Agreement #24-54 – Elemental Hardware, Inc. (Fox/Shea)**

To provide an enrichment program via hands-on projects during the Expanded Learning Opportunities Programs after school, July 1, 2024 through June 30, 2025, in the amount of \$3,124,500.00, to be paid out of ELOP Funds.

**C.49. Approval of Agreement #24-55 – Parker Anderson Enrichment (Fox/Shea)**

To provide enrichment programming daily in the after school program at 20 schools in the district as well as enrichment during the summer Writing and Steam Camp, July 1, 2024 through June 30, 2025, in the amount of \$4,029,570.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.50. Approval of Agreement #24-56 – Dance Masters Performing Arts Inc. (Fox/Shea)**

To provide performing arts enrichment instruction 5 days a week to students in the after-school programs at all 20 schools in the Oxnard School District, July 1, 2024 through June 30, 2025, in the amount of \$2,450,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.51. Approval of Agreement #24-57 – Positive Adventures, LLC (Fox/Shea)**

To provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, as well as Leadership and Youth Development professional development training for staff at 17 school sites, July 1, 2024 through August 30, 2025, in the amount of \$560,530.00, to be paid out of Expanded Learning Opportunities Program Funds (\$129,160.00) and Title I Funds (\$431,370.00).

**C.52. Approval of Agreement #24-58 – Art Trek, Inc. (Fox/Shea)**

To provide enrichment programs during the Expanded Learning Opportunities Programs, July 1, 2024 through June 30, 2025, in the amount of \$4,409,695.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.53. Approval of Agreement #24-61 – Leadership Associates, LLC (DeGenna)**

To provide executive advising services to the Superintendent, July 1, 2024 through June 30, 2025, in the amount of \$14,000.00, to be paid out of the Unrestricted General Fund.

- C.54. Approval of Agreement #24-63 - Action Preparedness Training (Torres/Magaña)**  
To provide CPR/AED training and First Aid training to Oxnard School District staff, July 1, 2024 through June 30, 2025, in the amount of \$9,000.00, to be paid out of Safety Credits.
- C.55. Approval of Agreement #24-64, Salus Campus Safety Solutions (Fox/Shea)**  
To provide professional development and consulting services on school site safety and disaster preparedness for the Oxnard School District’s After School Program administrators and staff, July 1, 2024 through June 30, 2025, in the amount of \$50,000.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.56. Approval of Agreement #24-67, Renaissance Learning, Inc. (Fox/Thomas)**  
To supply software licenses for several educational programs used throughout OSD schools including the Star assessment system, Accelerated Reader program, myON digital book program, and Illuminate Data Management System, July 1, 2024 – June 30, 2027, in the amount of \$2,661,430.92, to be paid out of Supplemental Concentration Funds.
- C.57. Approval of Agreement #24-68 – Dial Security (Mitchell/Miller)**  
To provide Alarm Monitoring and Maintenance Services, July 1, 2024 through June 30, 2025, in the amount of \$204,372.43, to be paid out of the General Fund.
- C.58. Approval of Agreement #24-69 –All Languages Interpreting & Translating Inc. (DeGenna)**  
To provide simultaneous interpretation services (English/Spanish) at Board Meetings, July 1, 2024 through June 30, 2025, in the amount not to exceed \$16,800.00, to be paid out of the General Fund.
- C.59. Approval of Agreement #24-70 – CFW Advisory Services, LLC (DeGenna)**  
To provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions, July 1, 2024 through June 30, 2029. Fees for financial consulting and advisory services are contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District’s construction fund, and do not impact the District’s General Fund.
- C.60. Approval of Agreement #24-71 – Maxim Healthcare Services Inc. (Fox/Shea)**  
To provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis that includes substitute staff support, nursing and para-educator services, July 1, 2024 through June 30, 2025, in the amount of \$653,250.00 to be paid out of Expanded Learning Opportunities Program Funds.

**Section C: RATIFICATION OF AGREEMENTS**

- C.61. Ratification of Amendment #1 to Agreement #23-106 – Read.Write.Think., LLC**

---

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

**(Fox/Cordes)**

To provide two additional days of on-site professional study in literacy consulting at Lemonwood School, in the amount of \$4,400.00, to be paid out of Title I funds.

**C.62. Ratification Amendment #1 to Agreement #23-130 - Action Preparedness Training (Torres/Magaña)**

To provide an additional day of First Aid training for Oxnard School District employees on June 26, 2024, in the amount of \$2,672.00, to be paid out of Safety Credits.

**C.63. Ratification of Agreement #23-170 – Behavior Insights Inc. (DeGenna/Jefferson)**

For providing Independent Educational Evaluator services to Oxnard School District, Special Education Department, consisting of Classroom and Specific Student Consultations, School District Trainings and Expert Witness Fees and Assessments, November 1, 2023 through December 31, 2023, in the amount not to exceed \$2,500.00, to be paid out of Special Education Funds.

**C.64. Ratification of Amendment #1 to Agreement #23-207 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

For performing additional Assessments on CAPDOTS and IEP Reporting for the Oxnard School District Special Education Department on April 25, 2024 and May 25, 2024, in the amount not to exceed \$5,950.00, to be paid out of Special Education Funds.

**C.65. Ratification of Agreement #23-234 – Clinicas Del Camino Real Inc. (Fox/Nocero)**

To provide dental preventative services to students in grades TK-8th in the Oxnard School District, January 18, 2024 – June 30, 2025, at no cost to the district.

**C.66. Ratification of Amendment #1 to Agreement #23-243 – Disciplina Positiva, Inc. (Fox/Blevins)**

For providing an additional 6-week consecutive session of parent workshops held April 25, 2024 through May 30, 2024 at Kamala School, in the amount not to exceed \$7,000.00, to be paid out of Title 3 Funds.

**C.67. Ratification of Agreement #23-308 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP's) for students JM111710, MA102113, and SR112811 during the 2023-24 school year, including Extended School Year, in the amount of \$71,200.00, to be paid out of Special Education Funds.

**C.68. Ratification of Allocations of Contractor Contingency #15 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School**

---

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

### **Reconstruction Project (Mitchell/Miller/CFW)**

For Allocation #15 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction Project, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of \$797,667.00. There have been allocations totaling \$611,999.99, leaving a fund balance of \$185,667.01.

## **Section D: ACTION ITEMS**

### **D.1. Approval of Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)**

Dr. Aracely Fox, Assistant Superintendent, recommended the Board's approval of the 2024-25 Local Control Accountability Plan.

Motion #23-202 Approval of Oxnard School District 2024-2025 Local Control Accountability Plan

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **D.2. Adoption of Oxnard School District 2024-25 Budget (Mitchell/Núñez)**

Patricia Núñez, Director of Fiscal Services, recommended the Board's adoption of the Oxnard School District 2024-25 Budget.

Motion #23-203 Adoption of Oxnard School District 2024-25 Budget

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **D.3. Approval of Ventura County Plan for Expelled Students, June 2024-2027 (Fox/Nocero)**

Dr. Jodi Nocero, Director, Pupil Services, recommended the Board's approval of the Ventura County Plan for Expelled Students, June 2024-2027.

Motion #23-204 Approval of Ventura County Plan for Expelled Students, June 2024-2027

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

---

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

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez  
Motion Result: Passed

**D.4. Approval of Agreement #23-309: Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) Collective Bargaining Agreement, including Compensation, for the 2023-24 School Year (Torres)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the revisions to the Oxnard School District and California School Employees Association, Chapter 272 ("CSEA") Collective Bargaining Agreement, including Compensation, for the 2023-24 School Year, in the amount of \$2,835,700.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

Motion #23-205 Approval of Agreement #23-309: Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) Collective Bargaining Agreement, including Compensation, for the 2023-24 School Year

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.5. Approval of the Oxnard School District (District) and Oxnard Educators Association OEA Memorandum of Understanding (MOU), Agreement #23-210, Detailing Compensation for Unit Members Electing to Conduct Special Education Intersession/Summer Assessments (Torres)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and Oxnard Educators Association OEA Memorandum of Understanding (MOU), Agreement #23-210, Detailing Compensation for Unit Members Electing to Conduct Special Education Intersession/Summer Assessments, in the amount of \$95,000.00, to be paid from the General Fund.

Motion #23-206 Approval of the Oxnard School District (District) and Oxnard Educators Association OEA Memorandum of Understanding (MOU), Agreement #23-210, Detailing Compensation for Unit Members Electing to Conduct Special Education

Intersession/Summer Assessment

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,

---

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

MaryAnn Rodriguez  
Motion Result: Passed

**D.6. Approval of Agreement #23-311: Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2023-24 Collective Bargaining Agreement; and Updated Compensation for the 2023-24 School Year (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2023-24 Collective Bargaining Agreement; and Updated Compensation for the 2023-24 School Year, in the amount of \$1,230,828.00, to be paid from a combination of General Fund Unrestricted, Supplemental & Concentration Funds, and various Restricted Resources.

Motion #23-207 Approval of Agreement #23-311: Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2023-24 Collective Bargaining Agreement; and Updated Compensation for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.7. Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

Item pulled at Adoption of Agenda.

**D.8. Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to Serve as a Speech Therapist at Ramona School for the 2024-2025 School Year (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Speech Language Pathologist Permit Waiver for Julissa Gonzalez to Serve as a Speech Therapist at Ramona School for the 2024-2025 School Year.

Motion #23-208 Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to Serve as a Speech Therapist at Ramona School for the 2024-2025 School Year

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.9. Approval of New Job Description: Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS) (Torres/Fox)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the New Job Description: Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS), at no additional fiscal impact.

Motion #23-209 Approval of New Job Description: Teacher on Special Assignment (TOSA) Accessible Instruction Specialist, Special Education/Multi-Tiered System of Supports (SPED/MTSS)

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.10. Approval of New Job Description: Teacher On Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist (Torres/Fox)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the New Job Description: Teacher on Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist, at no additional fiscal impact.

Motion #23-210 Approval of New Job Description: Teacher On Special Assignment (TOSA) - ELA/History Social Science Instructional Specialist

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.11. Approval of Job Description Revision for Director of Purchasing (Torres/Fuentes)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Job Description Revision for Director of Purchasing. at no additional fiscal impact.

Motion #23-211 Approval of Job Description Revision for Director of Purchasing

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Approve

---

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

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.12. Agreement #23-312: Memorandum of Understanding (MOU) with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year (Torres)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #23-312: Memorandum of Understanding (MOU) with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year.

Motion #23-212 Approval of Agreement #23-312: Memorandum of Understanding (MOU) with the Oxnard Educators Association (OEA) Regarding Teachers on Special Assignment (TOSA) Work Hours for the 2024-25 School Year

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.13. Approval of Employee Compensation/Salary Schedules for the 2024-25 School Year Effective July 1, 2024 (Torres)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Employee Compensation/Salary Schedules for the 2024-25 School Year, for OSSA and CSEA employees only, effective July 1, 2024.

Motion #23-213 Approval of Employee Compensation/Salary Schedules for the 2024-25 School Year for OSSA and CSEA Employees, Effective July 1, 2024

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**D.14. Approval of Agreement #24-59 – Hip Hop Mindset (Fox/Shea)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-59 with Hip Hop Mindset, to provide hip hop dance instruction, production, and spirit squad for students, July 1, 2024 through June 30, 2024, in the amount of \$2,750,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

---

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

Motion #23-214 Approval of Agreement #24-59 - Hip Hop Mindset

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 3 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales

Nays: 2 - Veronica Robles-Solis, MaryAnn Rodriguez

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

Ana DeGenna

- Positive Adventures Day Camps
- Positive Adventures Overnight Camps
- OSD Student Profile
- OSD Leadership Retreat

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

MaryAnn Rodriguez

- thank you to Dr. DeGenna, Cabinet, all staff and volunteers that helped get everyone through the year.

Monica Madrigal Lopez

- thank you to Dr. DeGenna and all staff for helping get through the year
- acknowledged all retirees

Brian Melanephy

- recognized retirees - all very important; special mention to Sylvia Moncayo

Rose Gonzales

- thank you to Ms. Ruvalcaba for the invitation to DELAC recognition
- attended Carriage Square Neighborhood Council meeting at Curren School
- attended all promotions - thank you to everyone for their efforts to provide a promotion that was relevant to their students
- attended Curren talent show
- attended Sierra Linda Neighborhood Council
- acknowledged and thanked retirees

Veronica Robles-Solis

- hope everyone takes time to reflect on this year
- congratulations to retirees
- thank you to Stacie Ballas, Stacy Martinez and Roxanne Miranda for everything they've

---

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

done for our children

- requested list of facilities summer projects and Deferred Maintenance budget

### **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 9:23 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,  
MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

---

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

By our signature below, given on this 2nd day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 26, 2024, 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**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 02, 2024

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

---

Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, September 27, 2024.

### **FISCAL IMPACT:**

N/A

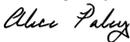
### **RECOMMENDATION:**

N/A

## 2024-2025 Rate Sheet

- \$112/hr FBA (Functional Behavior Assessment)
  - Behavior Identification Assessment administered by a behavior analyst or behavior analyst in training. A hypothesized function for each behavior of concern is determined, and associated goals are developed. A recommendation for the intensity and duration of behavioral intervention is also included. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.
- \$82/hr BII (Direct Care)
  - Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
- \$112/hr BID (Direct Supervision)
  - Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
- \$155/hr (Psychological/Diagnostic Assessment)
  - Testing administered by a clinical psychologist or psychologist in training. This process includes confirming and ruling out potential specific mental health diagnoses. The standardized assessments to be used are selected by the clinician based upon the patient's presenting problem. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time scoring/interpreting the assessment and preparing the report and clinical recommendations.
- \$65/hr Last-minute cancellations/no-show
- \$102/hr Bus BII
- \$112/hr Bus BID

Sincerely,

DocuSigned by:  
  
09ED224EF81B496...

Alice Paley  
Director, Payor Contracts & Relationships

