OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President Brian Melanephy, Clerk Monica Madrigal Lopez, Member Rose Gonzales, Member Cynthia Salas, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Superintendent

Vacant

Assistant Superintendent, Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent, Educational Services

Scott Carroll, Ed.D.

Assistant Superintendent, Human Resources

AGENDA REGULAR BOARD MEETING Wednesday, May 21, 2025

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

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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:				
Salas	_, Gonzales	, Madrigal Lopez	, Melanephy	, Robles-Solis _	

A.2. Pledge of Allegiance to the Flag

Rosaura Castellanos, Principal, Harrington School, will introduce Jason Torres, 3rd grade student in Ms. Cano's class at Harrington, 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 Michelle Mendoza, 4th grade student in Ms. Muro's class at Harrington School, and in Spanish by Juanpablo Guerrero, 5th grade student in Ms. Mechling's class at Harrington School.

A.4. Presentation by Harrington School

Rosaura Castellanos, Principal, Harrington School, will provide a short presentation to the Board regarding Harrington. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

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Salas	. Gonzales	, Madrigal Lopez	, Melanephy	, Robles-Solis	

A.6. Recognition of Laura Pigeon - 2025 Outstanding Mathematics Educator (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize Laura Pigeon, 5th grade teacher at Marshall School, as the Ventura County Mathematics Council's 2025 Outstanding Mathematics Educator.

A.7. Recognition of 1st Place Student Winners of the Oxnard School District First Annual Math Mindset Competition (Fox/Haber)

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Mathematics that the Board of Trustees recognize the first-place student winners of the first Annual Math Mindset Competition, held at Frank Academy on March 13, 2025, and the winners of the Ventura County Math Challenge.

Team First Place: **Jakobe Juarez**, 4th Grade, Curren Team First Place: **Joshua Lopez**, 4th Grade, Curren Team First Place: **Francisco Moreno**, 4th Grade, Curren

Team First Place: Joseph Bello, 4th Grade, Curren

Team First Place, Adrian Jaymes Tapnio, 5th Grade, Marshall

Team First Place, **Alyanna Davis**, 5th Grade, Marshall Team First Place, **Caleb Cayabyab**, 5th Grade, Marshall Team First Place, **Lino Gaxiola**, 5th Grade, Marshall

Individual- First Place: Jakob Juarez, 4th Grade, Curren

Individual- First Place: Adrian Jaymes Tapnio, 5th Grade, Marshall

Individual- First Place: Caleb Cayabyab, 5th Grade, Marshall

Ventura County Math Challenge- Sixth Place Winners:

Jakobe Juarez, 4th Grade, Curren Joseph Bello, 4th Grade, Curren

A.8. Recognition of Indian Education Students of the Year (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize the following Elementary Level Indian Education Students of the Year:

- Isaac Zamora, Grade 6, Lopez Academy
- Roman Chacon, Grade 2, Soria School

A.9. Recognition of the Oxnard School District Representative and Winners of the Ventura County/SAGE English Spelling Bee, the OSD Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee (Fox/Flores-Beck)

It is the recommendation of the Assistant Superintendent, Educational Services and the Department of Teaching and Learning that the Board of Trustees recognize the school site representative and winners of the VCOE/SAGE English Spelling Bee, the Oxnard School District Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee hosted by the Rio School District.

<u>Ventura County/SAGE English Spelling Bee (District Representative):</u>

Didier Gregorio, 8th Grade, Fremont

Oxnard School District Spelling Bee:

First Place: **Sophia Caguioa**, 5th Grade, Brekke Second Place: **Jose Sastres**, 5th Grade, Chavez Third Place: **Zander Leek**, 4th Grade, Ritchen

8th Annual Ventura County Spanish Spelling Bee (District Winners):

Sofia Guerrero, 5th Grade, Cesar Chavez Josselin Rodriguez Rodriguez, 5th Grade, Curren Anthony Gonzalez, 4th Grade, Driffill George Cerriteño, 4th Grade, Elm Adriana Velasco, 6th Grade, Kamala Brandon Cortes, 5th Grade, Lemonwood Alan Rodriguez-Betancourt, 4th Grade, Ramona

8th Annual Ventura County Spanish Spelling Bee (Third Place County Winner):

Anthony Gonzalez, 4th Grade, Driffill

A.10. 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.11. 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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- 2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and

Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-

Administrators, Classified Management, Confidential

- 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Superintendent
 - Public Employee Appointment
 - Director, Teaching & Learning
 - Assistant Superintendent, Business & Fiscal Services

A.12. Reconvene to Open Session (7:00 PM)

A.13. 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.14. Adoption of Resolution #24-21 in Recognition of "Classified School Employee Week 2025" (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-21 in recognition of May 18-24, 2025 as Classified School Employee Week, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:			
Salas, Gonzales	_, Madrigal Lopez _	, Melanephy	, Robles-Solis

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.

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:
Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
It is recommended that the Board approve the following consent agenda items:

C.1. Personnel Actions (Carroll/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.

C.2. Setting of Date for Public Hearing- Oxnard School District 2025-2026 Local Control Accountability Plan (Fox)

It is appropriate that the Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP).

C.3. Ratification of Change Order #001 to Agreement #23-237 with Edwards Construction Group for Lease Lease-Back Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order #001 to Agreement #23-237 with Edwards Construction Group, for the Marina West Elementary School PS/TK/K project, to provide required Asbestos Abatement of Building 13 prior to demolition, in the amount of \$28,390.90, to be paid out of Master Construct and Implementation Funds.

C.4. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Disclosure of Collective Bargaining Agreement form for CSEA, for a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees beginning their 30th year of service with the District effective July 1, 2025, a permanent increase of \$545.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of \$1,829.00 to be added to the District cap for health and welfare benefits, in the amounts of \$1,107,499.00 for Fiscal Year 2024-2025 and \$1,205,992.00 for Fiscal Year 2025-2026, to be paid from the General Fund.

C.5. Setting of Date for Public Hearing – Oxnard School District 2025-2026 Proposed Budget (Núñez)

It is appropriate that the Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Proposed Budget.

C.6. Request for Approval of Out-of-State Conference Attendance (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve out-of-state conference attendance for Kimberly Andersen, Child Nutrition Operations Specialist, to attend the School Nutrition Association's 2025 Annual National Conference, July 13-15, 2025, in San Antonio, Texas, in the amount not to exceed \$2,400.00, to be paid out of Child Nutrition Funds.

C.7. Selection of Vendors for Child Nutrition Program (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2025-26 school year, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Agreement #24-227, Miranda Insights LLC. (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-227 with Miranda Insights LLC, to provide support in data-informed decision-making in the areas of Advanced Analytics, Data Infrastructure, Research & Evaluation, Reporting & Visualization, Dedicated Support, and Secure Access, June 2, 2025 through June 30, 2026, in the amount not to exceed \$40,000.00, to be paid from LCFF Funds.

C.9. Approval of Agreement #24-228 – Total Compensation Systems, Inc. (Nuñez)

It is the recommendation of the Director, Fiscal Services, that the Board of Trustees approve Agreement #24-228 with Total Compensation Systems, Inc., to provide annual actuarial services in compliance with the Governmental Accounting Standards Board 75 (GASB 75)

requirements, May 22, 2025 through December 31, 2026, in the amount not to exceed \$19,200.00, to be paid out of the General Fund.

C.10. Approval of Agreement #24-229, California State University San Bernardino (Carroll) It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-229 with California State University San Bernardino, to provide the University's student(s) a learning experience centered on student development, May 22, 2025 through June 30, 2028, at no cost to Oxnard School District.

C.11. Approval of Agreement #25-07 – Percussive Storytelling (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 #25-07 with Percussive Storytelling, to provide engaging workshops as part of the Expanded Learning Opportunities Programs at K-5 schools throughout the 2025-2026 school year, led by Grammy Award-winning artist Dr. Cory Hills, students will create original stories, set them to music, and perform them for their classmates, July 1, 2025 through June 30, 2026, in the amount of \$156,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.12. Approval of Agreement No. 25-17 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board approve Agreement No. 25-17 with the Ventura County Office of Education for breakfast and lunch meals for VCOE's program at Foster School for the 2025-26 fiscal year, at no cost to Oxnard School District - costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

C.13. Approval of Agreement No. 25-18 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 25-18 with the Ventura County Office of Education, for supplying breakfast and lunch meals for their program at Dwire School for the 2025-26 fiscal year, at no cost to Oxnard School District - revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.14. Approval of Agreement No. 25-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 25-19 with Community Action Partnership of San Luis Obispo, for supplying breakfast, lunch, and snacks to their preschool program at Harrington School for the 2025-26 school year, at no cost to Oxnard School District -CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.15. Approval of Agreement No. 25-20 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 (Núñez/Corona)

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 25-20 with Child Development Resources of Ventura County, Inc. for supplying breakfast and lunch meals to their Head Start/State Preschool programs at Sierra Linda and Harrington Schools during the 2025-26

school year, at no cost to Oxnard School District - revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

- C.16. Approval of Agreement #25-25 Marisa Miller DBA After School Publishing (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 #25-25 with Marisa Miller DBA After School Publishing, to provide curriculum development and professional development services for the Oxnard Scholars program, July 1, 2025 through June 30, 2026, in the amount not to exceed \$74,210.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.17. Approval of Agreement #25-26 Action Preparedness Training (Fox/Shea)
 It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-26 with Action Preparedness Training, to provide CPR/AED training and First Aid training to Enrichment & Specialized Programs staff on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed \$3,500.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.18. Approval of Agreement #25-28 R.M. Pyles Boys Camp (Fox/Nocero)

 It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-28 with R.M. Pyles Boys Camp, to provide boys aged 12 to 14 with a residential Summer Camp Experience focused on teamwork, resilience, and personal growth as well as year-round mentorship and support to reinforce skills learned at camp, July 1, 2025 through June 30, 2026, at no cost to Oxnard School District.
- C.19. Approval of Agreement #25-29 Envision Consulting Group, Inc. (Fox/Nocero) It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-29 with Envision Consulting Group, Inc., to assist with the yearly update and Spanish translation of the Annual Parent Rights Notification Handbook, July 1, 2025 through June 30, 2028, in the amount not to exceed \$9,300.00 for the three-year term (\$3,100.00/annually), to be paid out of the General Fund.
- **C.20.** Approval of Agreement #25-30 Action Preparedness Training (Fox/Nocero) It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #25-30 with Action Preparedness Training, to provide CPR/AED and First Aid training sessions for school office personnel district wide, July 1, 2025 through June 30, 2026, in the amount not to exceed \$7,000.00, to be paid out of the General Fund.
- C.21. Approval of Agreement #25-31 Mindset Academy by SWEAT III (Fox/Perez) It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-31 with Mindset Academy, to provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for Rose Avenue School ELAC parents, August 26, 2025, October 21, 2025, January 12, 2026, and March 10, 2026, in the amount not to exceed \$12,200.00, to be paid out of LCFF Funds.

C.22. Approval of Agreement #25-32, American Language Services (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-32 with American Language Services, to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco for parent conferences and other parent meetings, August 1, 2025 through July 31, 2026, in the amount not to exceed \$30,000.00, to be paid out of Title 1 Funds.

C.23. Approval of Agreement #25-33 – Safe & Civil Schools (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-33 with Safe & Civil Schools, to provide administrators, teachers, and staff with foundational training aimed at establishing and strengthening Tier 1 systems that foster a positive school climate, enhance campus safety, reduce disciplinary referrals, and improve student attendance, July 1, 2025 through June 30, 2026, in the amount not to exceed \$110,000.00, to be paid out of LCFF Funds.

C.24. Approval of Agreement #25-34 – Recovery Starts Now (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-34 with Recovery Starts Now, to provide specialized clinicians who are trained to deliver therapeutic substance use prevention and intervention services to students in grades 6–8, August 1, 2025 through June 30, 2026, in the amount not to exceed \$214,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

C.25. Approval of Agreement #25-35 – CJ Seto Support Services, LLC. (Carroll/Magaña) It is the recommendation of the Risk Manager and the Assistant Superintendent, Human

Resources, that the Board of Trustees approve Agreement #25-35 with CJ Seto Support Services, LLC, to conduct chemical inventory updates of the science labs at Frank, Fremont, and Lopez Academies and Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala K-8's, July 1, 2025 through June 30, 2026, in the amount not to Exceed \$12,480.00, to be paid out of Safety Credits Funds.

C.26. Approval of Agreement #25-36, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-36 with the Ventura County Office of Education (VCOE), Migrant Education Program, for VCOE to reimburse Oxnard School District in the amount not to exceed \$18,000.00 for all supplementary services provided to eligible migrant students and/or their eligible parents or guardians, July 1, 2025 through June 30, 2026, as previously agreed upon and approved by VCOE Region 17.

C.27. Approval of Agreement #25-39 – The Baldwin Group West, LLC. (Carroll/Magaña) It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-39 with The Baldwin Group West, LLC, to provide comprehensive health and welfare consulting services to support the district in managing its employee benefits program and serve as the District's Affordable Care Act (ACA) compliance consultant, July 1, 2025 through June 30, 2026, in the amount not to exceed \$167,476.00.00, to be paid out of the General Fund.

- C.28. Approval of Agreement #25-46 Every Special Child, LLC (DeGenna/Jefferson)
 It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-46 with Every Special Child, LLC, to provide temporary services in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language Pathologist Assistant, Special Education Teacher, School Psychologist, and Occupational Therapist for students in the Oxnard School District in alignment with each student's Individualized Education Program, July 1, 2025 through June 30, 2026, in the amount not to exceed \$140,000.00, to be paid out of Special Education Funds.
- C.29. Approval of Agreement #25-47 Aequor Healthcare Services LLC. (DeGenna/Jefferson) It is the recommendation of the Director, Special Education Services, and the Superintendent that the Board of Trustees approve Agreement #25-47 with Aequor Healthcare Services LLC, to provide a deaf and hard-of-hearing teacher to the Special Education Department, July 1, 2025 through June 30, 2026, in the amount not to exceed \$200,000.00, to be paid out of Special Education Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.30. Ratification of Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc., to provide additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction Project, April 1, 2025 through March 30, 2026, in the amount of \$221,760.00, to be paid out of Master Construct and Implementation Funds.

C.31. Ratification of Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects for Architectural Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects, for additional Architectural Services for the project related to additional structural calculations for the new trash enclosure and electrical equipment pad, February 15, 2025-June 30, 2026, in the amount of \$3,840.00, to be paid out of Master Construct and Implementation Funds.

C.32. Ratification of Agreement #25-45 with Universal Engineering Services to Provide Laboratory of Record Services for the Marina West Elementary School ECDC Project (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with CFW, that the Board of Trustees ratify Agreement #25-45 with Universal Engineering Services, to provide Laboratory of Record services for the Marina West Elementary School ECDC Project, April 15, 2025 through June 30, 2026, in the amount of \$84,045.00, to be paid out of Master Construct and Implementation Funds.

Section D: ACTION ITEMS

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

D.1. Authorization and Approval of the 2025/2026 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2 (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees authorize and approve the 2025-26 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2, as listed.

<u>Name</u>	<u>Subject</u>
Nathan Ash	Music
Tara Austin-Scott	Art
Joel Doswell	Music
Board Discussion: Moved:	
Seconded:	
Vote:	
ROLL CALL VOTE:	
Salas, Gonzales, Madrigal	Lopez, Melanephy, Robles-Solis

D.2. Authorization and Approval for Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 School Years, Pursuant to Education Code Section 44831 (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees authorize and approve Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 school years, pursuant to Education Code Section 44831, as listed.

2024-25	
License Holder	License
Karmin Ramirez	Speech Language Pathologist
2025-26	
License Holder	License
Brenda Aparicio	Speech Language Pathologist
Mikala Bowen	Speech Language Pathologist
Emily Carlson	Speech Language Pathologist
Alexander Ford	Speech Language Pathologist
Cinthya Lewis	Speech Language Pathologist
Shannon Moua	Speech Language Pathologist
David Olson	Speech Language Pathologist
Lyndy Raley	Speech Language Pathologist
Karmin Ramirez	Speech Language Pathologist
Jennifer Robinson	Speech Language Pathologist
Coral Spencer	Speech Language Pathologist
Kimberly Washington	Speech Language Pathologist

	Board Discussion: Moved: Seconded: Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.3.	Approval of an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year (Carroll/Cordes) It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year, as presented.
	Board Discussion:
	Moved:
	Seconded:
	Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.4.	Approval of Agreement #24-220 – DeBruin Enterprises, LLC. (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 #24-220 with DeBruin Enterprises, LLC., to provide teacher training and a three-week summer program centered on a space theme, featuring visits from astronauts, hands-on STEAM activities, Astronomy Nights, and a Traveling Space Museum, designed to engage TK-8 students in space exploration and related careers, taking place at all summer school sites: Curren School, Driffill School, Fremont Academy, Kamala School, Lemonwood School, Marina West School and Ramona School, May 22, 2025 through August 1, 2025, in the amount not to exceed \$620,000.00, to be paid from Expanded Learning Opportunities Program Funds.
	Board Discussion:
	Moved:
	Seconded:
	Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.5.	Approval of Agreement #24-226: 2024-2025 Oxnard School District ("District")and

D.5. Approval of Agreement #24-226: 2024-2025 Oxnard School District ("District") and California School Employees Association, Chapter 272 ("CSEA") Collective Bargaining Agreement (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of

Trustees approve Agreement #24-226: 2024-2025 District and CSEA collective bargaining agreement, for a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees beginning their 30th year of service with the District effective July 1, 2025, a permanent increase of \$545.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of \$1,829.00 to be added to the District cap for health and welfare benefits, in the amounts of \$1,107,499.00 in Fiscal Year 2024-2025 and \$1,205,992.00 in Fiscal Year 2025-2026, to be paid from the General Fund.

	Board Discussion:
	Moved:
	Seconded:
	Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.6.	Approval of Agreement #25-21, City of Oxnard Recreation and Community Services (ASES) 2025-2026 (Fox/Shea) It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-21 with City of Oxnard Recreation and Community Services, to manage an academic and enrichment after-school program across all 20 schools in the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed \$4,470,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program Funds.
	Board Discussion: Moved: Seconded: Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.7.	Approval of Agreement #25-22 – County of Ventura, Human Services Agency (Fox/Nocero) It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #25-22 with the County of Ventura, Human Services Agency, to provide four social workers to support the ongoing implementation of the Healthy Start Program, July 1, 2025 through June 30, 2026, in the amount not to exceed \$504,340.00, to be paid out of the General Fund.
	Board Discussion: Moved:
	Seconded:
	Vote:
	ROLL CALL VOTE:

	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.8.	Approval of Agreement #25-27, Salus Campus Safety Solutions (Fox/Nocero) It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-27 with Salus Campus Safety Solutions, to provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses, July 1, 2025 through June 30, 2026, in the amount not to exceed \$90,000.00, to be paid out of Supplemental Concentration Funds.
	Board Discussion: Moved: Seconded: Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.9.	Approval of Agreement #25-40 – Sunburst Workforce Advisors, LLC
	(DeGenna/Jefferson) It is the recommendation of the Director, Special Education Services, and the Superintendent that the Board of Trustees approve Agreement #25-40 with Sunburst Workforce Advisors, LLC, to provide the Oxnard School District with supplemental Special Education staffing including, but not limited to, special education instructional aides, speech-language pathologists, and speech-language pathology assistants, July 1, 2025 through June 30, 2026, in the amount not to exceed \$5,000,000.00, to be paid out of Special Education Funds.
	Board Discussion:
	Moved: Seconded:
	Vote:
	ROLL CALL VOTE:
	Salas, Gonzales, Madrigal Lopez, Melanephy, Robles-Solis
D.10.	Approval of Agreement #25-48 – Epic Special Education Staffing (DeGenna/Jefferson) It is the recommendation of the Director, Special Education, and Superintendent that the Board of Trustees approve Agreement #25-48 with Epic Special Education Staffing, to provide supplemental staffing support for the Special Education Department in the areas of Occupational Therapists and Speech-Language Pathology Assistants, July 1, 2025 through June 30, 2026, in the amount not to exceed \$600,000.00, to be paid out of Special Education Funds.
	Board Discussion:
	Moved:
	Seconded: Vote:
	ROLL CALL VOTE:

	Salas	_, Gonzales	_, Madrigal Lopez	_, Melanephy _	_, Robles-Solis		
Section	n E: APPl	ROVAL OF M	IINUTES				
E.1.	 Approval of Minutes (DeGenna) It is the recommendation of the Superintendent that the Board of Trustees approve the minu of Board meetings, as presented: February 19, 2025 Regular Board Meeting 						
	Board Di Moved: Seconded Vote:						
	ROLL C	ALL VOTE:					
	Salas	_, Gonzales	_, Madrigal Lopez	_, Melanephy _	_, Robles-Solis		
		RD POLICIE nted for discuss		may be taken at	the discretion of the Board.)		
F.1.	(Carroll) It is the r	ecommendation adopt the revis	n of the Assistant Su	perintendent, Hu	ion): Recruitment and Selection man Resources that the Board of ent and Selection, as presented for		
	Board Di Moved: Seconded Vote:						
	ROLL C	ALL VOTE:					
	Salas	_, Gonzales	_, Madrigal Lopez	_, Melanephy	_, Robles-Solis		
F.2.	(Carroll) It is the r) ecommendation adopt the revis	n of the Assistant Su	perintendent, Hu	man Resources that the Board of e Compensation, as presented for		
	Board Di Moved: Seconded Vote:						
	ROLL C	ALL VOTE:					

	Salas	_, Gonzales	_, Madrigal Lopez _	, Melanephy	_, Robles-Solis		
F.3.	Second Reading and Adoption – 4158/4258/4358 BP & AR (Revisions): Employee Security (Carroll) It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to 4158/4258/4358 BP & AR Employee Security, as presented for Second Reading.						
	Board D Moved: Seconde Vote:	iscussion: d:					
	ROLL C	CALL VOTE:					
	Salas	_, Gonzales	_, Madrigal Lopez _	, Melanephy	_, Robles-Solis		
F.4.	Exhibit (1) (New): Title IX Sex occdures (Carroll) man Resources that the Board of the IX Sex Discrimination and or Second Reading.						
	Moved: Seconde	d·					
	Vote:	u.					
	ROLL C	CALL VOTE:					
	Salas	_, Gonzales	_, Madrigal Lopez _	, Melanephy	_, Robles-Solis		
Sectio	n G: CON	NCLUSION					
G.1.	The Boa	Agenda Items rd of Trustees future agenda	and Superintendent	will discuss any T	rustee requests for items to be		
		genda Items: ocess for input	regarding future ne	eds and profession	al development		
	• Ju	ng Board Meet ne 4, 2025 ne 18, 2025	ings:				

G.2. 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.3. 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.

C A		D I		HD	NIN	MEN	
G.4.	A	Da	•	UK	JINIX		

Moved:
Seconded: Vote:
ROLL CALL VOTE:
Salas, Gonzales, Madrigal Lopez, Melanephy, 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, May 16, 2025.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Recognition of Laura Pigeon - 2025 Outstanding Mathematics Educator (DeGenna)

The Board of Trustees will recognize Laura Pigeon, 5th grade teacher at Marshall School, who was awarded the Ventura County Mathematics Council's 2025 Outstanding Mathematics Educator Award on May 1, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Laura Pigeon, 5th grade teacher at Marshall School, as the Ventura County Mathematics Council's 2025 Outstanding Mathematics Educator.

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Recognition of 1st Place Student Winners of the Oxnard School District First Annual Math Mindset Competition (Fox/Haber)

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Mathematics that the board of Trustees recognize the first-place student winners of the Oxnard School District's First Annual Math Mindset Competition held at Frank Academy on March 13, 2025, and the winners of the Ventura County Math Challenge.

Team First Place: **Jakobe Juarez**, 4th Grade, Curren Team First Place: **Joshua Lopez**, 4th Grade, Curren Team First Place: **Francisco Moreno**, 4th Grade, Curren

Team First Place: Joseph Bello, 4th Grade, Curren

Team First Place, Adrian Jaymes Tapnio, 5th Grade, Marshall

Team First Place, **Alyanna Davis**, 5th Grade, Marshall Team First Place, **Caleb Cayabyab**, 5th Grade, Marshall Team First Place, **Lino Gaxiola**, 5th Grade, Marshall

Individual- First Place: Jakob Juarez, 4th Grade, Curren

Individual- First Place: Adrian Jaymes Tapnio, 5th Grade, Marshall

Individual- First Place: Caleb Cayabyab, 5th Grade, Marshall

Ventura County Math Challenge- Sixth Place Winners:

Jakobe Juarez, 4th Grade, Curren Joseph Bello, 4th Grade, Curren

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Mathematics that the Board of Trustees recognize the first-place student winners of the first Annual Math Mindset Competition, and the winners of the Ventura County Math Challenge, as presented.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Recognition of Indian Education Students of the Year (DeGenna)

At their annual honoring ceremony on May 7, 2025, the Ventura County Indian Education Consortium recognized two students from Oxnard School District as their Elementary Level Indian Education Students of the Year. Isaac Zamora of Lopez Academy and Roman Chacon of Soria School were selected due to their outstanding performance in the "3 A's": Academics, Attendance, and Attitude. The Ventura County Indian Education Consortium recognizes the students as those who represent ideals which honor their ancestors and bring pride to their Native American Community.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Isaac Zamora of Lopez Academy and Roman Chacon of Soria School as the Ventura County Indian Education Consortium's Elementary Level Indian Education Students of the Year.

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Recognition of the Oxnard School District Representative and Winners of the Ventura County/SAGE English Spelling Bee, the OSD Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee (Fox/Flores-Beck)

It is the recommendation of the Assistant Superintendent of Educational Services and the Department of Teaching and Learning that the Board of Trustees recognize the school site representative and winners of the VCOE/SAGE English Spelling Bee, the Oxnard School District Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee hosted by the Rio School District.

Ventura County/SAGE English Spelling Bee (District Representative):

Didier Gregorio, 8th Grade, Fremont

Oxnard School District Spelling Bee:

First Place: **Sophia Caguioa**, 5th Grade, Brekke Second Place: **Jose Sastres**, 5th Grade, Chavez Third Place: **Zander Leek**, 4th Grade, Ritchen

8th Annual Ventura County Spanish Spelling Bee (District Winners):

Sofia Guerrero, 5th Grade, Cesar Chavez
Josselin Rodriguez Rodriguez, 5th Grade, Curren
Anthony Gonzalez, 4th Grade, Driffill
George Cerriteño, 4th Grade, Elm
Adriana Velasco, 6th Grade, Kamala
Brandon Cortes, 5th Grade, Lemonwood
Alan Rodriguez-Betancourt, 4th Grade, Ramona

8th Annual Ventura County Spanish Spelling Bee (Third Place County Winner):

Anthony Gonzalez, 4th Grade, Driffill

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Department of Teaching and Learning that the Board of Trustees recognize the school site representative and winners of the VCOE/SAGE Spelling Bee, the Oxnard School District Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee hosted by the Rio School District.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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:

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- 2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and

Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-

Administrators, Classified Management, Confidential

- 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Superintendent
 - Public Employee Appointment
 - Director, Teaching & Learning
 - Assistant Superintendent, Business & Fiscal Services

FISCAL IMPACT:

N/A

RECOMMENDATION:

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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:

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section A: Preliminary

Adoption of Resolution #24-21 in Recognition of "Classified School Employee Week 2025"

(DeGenna)

The Board of Trustees will adopt Resolution #24-21 "Classified School Employee Week", observing the week of May 18-24, 2025 as Classified School Employee Week.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #24-21 in recognition of Classified School Employee Week 2025, as presented.

ADDITIONAL MATERIALS:

Attached: Resolution #24-21 (1 page)



RESOLUTION NO. 24-21

Classified School Employee Week May 18-24, 2025 "Trusted, Inclusive, United"

WHEREAS, the third full week of May (18th through 24th) has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature. The theme for 2025 is "*Trusted, Inclusive, United*".

WHEREAS, classified professionals provide valuable services to the schools and students of the Oxnard School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Oxnard School District's students; and

WHEREAS, classified professionals employed by the Oxnard School District strive for excellence in all areas relative to the educational community; and

WHEREAS, a large group of classified school employees provide transportation services bringing students safely to and from school and other school-related activities; and

WHEREAS, our community depends on classified employees to serve students and other staff, often in challenging circumstances, and classified employees, with their diverse talents and true dedication, nurture our youth throughout their school years; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District hereby recognizes and wishes to honor the contributions of the classified professionals to quality education in the state of California and further declares the week of May 18-24, 2025 as *Classified School Employee Week* in the Oxnard School District.

Adopted this 21st day of May, 2025.

President, Board of Trustees

Member, Board of Trustees

Cieffe, Board of Trastees

Member, Board of Trustees

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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:

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: Classified Personnel Actions 05212025 (2 Pages)

Certificated Personnel Actions 05212025 (1 Page)

Grounds and Maintenance (Substitute)

Warehouse (Substitute)

04/23/2025

04/23/2025

Page 2	CLASSIFIED PERSONNEL ACTIONS	May 21, 2025
Perez, Aiden N	Custodian (Substitute) Grounds and Maintenance (Substitute)	04/23/2025 04/23/2025
Perez, Ivan A	Warehouse (Substitute) Custodian (Substitute)	04/23/2025 04/23/2025
	Grounds and Maintenance (Substitute)	04/23/2025
Quintanilla, Fernanda I	Warehouse (Substitute) Paraeducator (Substitute)	04/23/2025 04/22/2025
Santana, Angelina A	Paraeducator (Substitute)	04/30/2025
Tapia, Melissa R	Paraeducator (Substitute)	04/28/2025
Tran, Raymond	Paraeducator (Substitute)	04/22/2025
Winter, Jadzia	Music Instructor (Substitute)	04/22/2025
Promotions		
Moreno Jr. Nick	Lead Custodian, Soria School	05/12/2025
	8 hrs./245 days Custodian, Lemonwood School	
	8 hrs./245 days	
<u>Transfers</u>		
Homokay, Rebekah J	Paraeducator – Special Education, Brekke School 5.75 hrs./183 days	04/22/2025
Partida, Terrie A	Paraeducator – Special Education, Marina West School 5.75 hrs./183 days	05/08/2025
Robles, Nathalie	Paraeducator – Special Education, Chavez School 5.75 hrs./183 days	04/22/2025
Voluntary Demotion		
Garcia, Ignacio O	Paraeducator – General Education, Lemonwood School 6 hrs./183 days	05/05/2025
Termination		
13066	Custodian 5 hrs./245 days	04/25/2025
Resignations		
Bales, Valentina	Paraeducator – General Education, Ramona School 6 hrs./183 days	05/09/2025
Boyzo, Gabriel P	Campus Assistant, Frank School 5.75 hrs./180 days	04/25/2025
Montano, Sergio	Office Assistant II Rose Avenue School 8 hrs/ 203 days	05/16/2025
Perez, Alondra T	Campus Assistant, Rose Avenue School 5.75 hrs./180 days	04/23/2025
Roman, Fernando A	Maintenance Worker II, Maintenance Department 8hrs. 245 days	05/14/2025
Deceased		
Smith, Aaron C	Custodian, Frank School 8 hrs./245 days	04/28/2025

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

New Hires		
Agraz Figueroa, Orlando	School Psychologist	2025/2026 School Year
Guerra, Juanluis Brandon	School Psychologist	2025/2026 School Year
Kvashay, Thea	SPED Teacher	2025/2026 School Year
Moraga, Amrie	SPED Teacher	2025/2026 School Year
Ochoa-Torres, Connie	SPED Teacher	2025/2026 School Year
Crawford, Kerry	Substitute Teacher	2024/2025 School Year
Friz, Ximena	Substitute Teacher	2024/2025 School Year
Guillaume, Christian	Substitute Teacher	2024/2025 School Year
Hafiz, Taseen	Substitute Teacher	2024/2025 School Year
Hernandez-Herrera, Deyvn	Substitute Teacher	2024/2025 School Year
Lopez, Angel de Jesus	Substitute Teacher	2024/2025 School Year
Martinez Murillo, Violeta	Substitute Teacher	2024/2025 School Year
Ramirez, Ignacio	Substitute Teacher	2024/2025 School Year

Medical Separation

12853 SPED Teacher May 1, 2025

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Setting of Date for Public Hearing- Oxnard School District 2025-2026 Local Control

Accountability Plan (Fox)

It is appropriate that the Board of Trustees set the date of June 4, 2025, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: Notice of Public Hearing - LCAP_English (1 page)

Notice of Public Hearing - LCAP Spanish (1 page)



OXNARD SCHOOL DISTRICT

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

PUBLIC HEARING NOTICE

Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP)

May 21, 2025

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 4, 2025, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2025-2026 Local Control Accountability Plan (LCAP)

Dr. Aracely Fox Assistant Superintendent, Educational Services Department (805) 385-1501, ext. 2301

Mission: IGNITE · TRANSFORM · NURTURE · EMBRACE

Posting Location(s): DO & All School Posting Date(s): May 22, 2025



AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar de Oxnard Plan de Responsabilidad y Control Local 2025-2026

21 de mayo de 2025

El Consejo Directivo del Distrito Escolar de Oxnard celebrará una Audiencia Pública con respecto al Plan de Responsabilidad y Control Local 2025-2026 (LCAP, por sus siglas en inglés) el día 4 de junio de 2025, a las 7:00 p.m. o posteriormente a esa hora, tan pronto como este asunto pueda ser visto, en la Sala de Reuniones del Consejo, en las Instalaciones del Centro de Servicios Educativos, en la oficina ubicada en 1051 de South A Street, Oxnard, Ca.

Dr. Aracely Fox Superintendente Asistente, Departamento de Servicios Educativos (805) 385-1501, ext. 2301

Misión: ENCENDER · TRANSFORMAR · FOMENTAR · ADOPTAR

Ubicación(es) de Publicación: Distrito & Escuelas Fecha(s) de Publicación: 22 de mayo de 2025

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Change Order #001 to Agreement #23-237 with Edwards Construction Group for Lease Lease-Back Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District has received the State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

On January 26, 2024, the Board of Education approved Agreement #23-237 with Edwards Construction Group, Inc. to provide pre-construction services on the Marina West Elementary School PS/TK/K project. On December 18, 2024, the Board of Education approved Amendment #001 to Agreement #23-237 for the Guaranteed Maximum Price (GMP)

The purpose of this change order is to provide additional funds for required Asbestos Abatement of Building 13 prior to demolition.

FISCAL IMPACT:

\$28,390.90 - Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order #001 to Agreement #23-237 with Edwards Construction Group.

ADDITIONAL MATERIALS:

Attached: Change Order #001 (2 Pages)

Proposal (7 Pages)

Amendment #1 (102 Pages)

Agreement #23-237 - Edwards Construction Group Inc. (51 Pages)



CHANGE ORDER

Date: 05-21-25 CHANGE ORDER NO. 001

PROJECT: Marina West Elementary School

New Modular Classroom Buildings

O.S.D. BID No. N/A

O.S.D. Agreement No. 23-237

OWNER: Oxnard School District

1051 South A Street Oxnard, CA 93030

ARCHITECT: Flewelling & Moody

99 South Lake Ave. #300 Pasadena, CA 91101

CONTRACTOR: Edwards Construction Group, Inc.

991 Bennett Ave Architects Proj. No.: 3066.0000
Arroyo Grande, CA D.S.A. File No.: 56-22
Attn: Mr. Brad Edwards D.S.A. App. No.: 03-124194

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

ORIGINAL CONTRACT SUM	\$	4,260,414.69
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$	0.00
ADJUSTED CONTRACT SUM	\$	4,260,414.69
NET CHANGE	\$	28,390.90
Total Change Orders to Date:	\$	28,390.90
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 001	\$	4,288,805.59
Anticipated Commencement Date	Decem	ber 18, 2024
Anticipated Commencement Date:		
·	. Decem	ber 18, 2024
Actual Commencement Date:	. Decem	ber 18, 2024 y 16, 2026
Actual Commencement Date: Original Completion Date:	. Decem . January 283 Ca	ber 18, 2024 y 16, 2026 alendar Days
Actual Commencement Date: Original Completion Date: Original Contract Time:	. Decem . January 283 Ca Zero D	ber 18, 2024 y 16, 2026 alendar Days Days
Actual Commencement Date: Original Completion Date: Original Contract Time: Time Extension for all Previous Change Orders:	. Decemi . January 283 Ca Zero D Zero D	ber 18, 2024 y 16, 2026 alendar Days Days

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #1 – Asbestos Abatement in Building 13	\$28,390.90			
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. 001	\$28,390.90
*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASS	T. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR
APPROVAL (REQUIRED):	
ARCHITECT:	DATE:
CONTRACTOR:	DATE:
BUSINESS AND FISCAL SERVICES:	DATE:
APPROVAL (REQUIRED):	
BOARD APPROVAL	DATE:
DEPUTY SUPT./PURCHASING DIRECTOR:	DATE:
DSA APPROVAL – N/A	DATE:

39



Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420 Phone: (805) 335-1161

Fax: (805) 614-9906

Project: 24-022 - Marina West Oxnard LLB 2501 Carob St Oxnard, California 93035 Phone: 805-385-1554

Prime Contract Potential Change Order #001: Marina West - CVE - Asbestos Abatement in Building 13

TO:	Oxnard School District 1055 S. C Street Oxnard, California 93030	FROM:	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Gerald Schober (Caldwell Flores Winters, Inc.)	CREATED BY:	Siliana Chacon (Edwards Construction Group, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/18/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$28,390.90

POTENTIAL CHANGE ORDER TITLE: Marina West - CVE - Asbestos Abatement in Building 13

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Asbestos Abatement - Building 13

Provide all labor, materials, and equipment for the removal/remediation of the asbestos in Building 13.

ATTACHMENTS:

Proposal Marina West Es.pdf

#	Budget Code	Description	Amount
1	PCO-001.S Potential Change Order 1.Commitment	Asbestos Abatement	\$25,989.00
		Subtotal:	\$25,989.00
		Subcontractor Markup (5.00%):	\$1,299.45
		Bond (2.00%):	\$545.77
		Insurance (2.00%):	\$556.68
		Grand Total:	\$28,390.90

Jun Tanaka (Flewelling & Moody)

Oxnard School District

Edwards Construction Group, Inc.

1055 S. C Street 991 Bennett Ave

Oxnard, California 93030 Arroyo Grande, California 93420

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
 North Bay-135 Utility Court, Suite A. Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
 San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938 DIR Reg#1000001553 DVBE#1751000

PROPOSAL - CVE # 25281- GP

April 15, 2025

Edwards Construction Group 3160 Telegraph Road Suite 202 Ventura, CA 93003

Central Valley Environmental is pleased to provide the following proposal to furnish supervision, labor, and materials to perform the following scope of work at:

Marina West Bldg 13

Scope of Work: Asbestos Abatement

- 1. Mobilization of Crew and equipment.
- 2. Set up of engineering controls and establishment of negative pressure containment during Asbestos removal operations.
- 3. Remove and dispose of 400 SF of asbestos VCT at building 13 under existing carpet.
- 4. Remove and dispose of 100 SF of asbestos VCT at building 13 under existing carpet.
- 5. Remove and dispose of asbestos roof mastic at building 13 roof.
- 6. Remove and dispose of 10 SF of asbestos silver paint/penetration mastic at building 13 roof
- 7. Remove and dispose of 400 SF of asbestos exterior stucco at building 13.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees

Exclusions/Clarifications:

- 1. Any other asbestos abatement not noted in this proposal.
- 2. The DTSC will assess a fee for each generator that produces five tons or more of hazardous waste. This assessed fee is not included in this proposal or contract. Please be aware that if you generate more than five tons of hazardous waste, the California Department of Tax and Fee Administration (CDTFA), formerly the California State Board of Equalization (BOE) will bill you directly.

Total \$25,989.00



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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938 DIR Reg#1000001553 DVBE#1751000

PROPOSAL – CVE # 25281- GP

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.



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PROPOSAL – CVE # 25281- GP

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this	Day of	2025
CUSTOMER SIGNATURE:		
PRINT NAME:DATE:		

** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.



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PROPOSAL – CVE # 25281- GP

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

Gregp@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email Gregp@cvecorp.com

Project Name______

• What type of project is this? (circle one) Private Public Federal
If a public or federal project, is there a payment bond? (Circle one) Yes No
If yes, please provide the surety name & bond#_____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER______

General Contractor______



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]	PROPOSAL – CVE # 25281- GP
Other (If any)	
PLEASE FILL OUT THE INF START OF THE JOB.	FORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THI
Owner's Name:	
Contact Name (First & Last)	
Owner's mailing address:	
Owner's Telephone	
Owner's Tax ID Number: BILLING NAME & ADD	RESS (where the invoice will be sent & who will pay for contract)
Owners US EPA Generato	or's temporary ID Number is required for all friable asbestos
transportation and disposa Please go to www.hwts.dts	<u> </u>

manifests generated. These fees are approximately \$10.00 per manifest. These fees are not



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PROPOSAL – CVE # 25281- GP

included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)
LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)

Amendment No. 001 to Construction Services Agreement No. 23-237

The Construction Services Agreement No. 23-237 ("Agreement") entered into on January 17, 2024, by and between the Oxnard School District ("District") and Edwards Construction Group ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 23-237 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Marina West Elementary School Preschool, TK, K Classroom Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Marina West Elementary School located at 2501 Carob St, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

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

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Edwards Construction Group to construct thru the completion and occupancy of the Marina West Preschool, TK, K Classroom Project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

AMENDMENT

The Parties agree to add the following language to SECTION 1 of the Agreement:

H. Site – The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit A attached.

The Parties agree to add the following language to Section 5 of the Agreement:

The GMP for the Project shall be Four Million Two Hundred Sixty Thousand Four Hundred Fourteen Dollars and Sixty-Nine Cents (\$4,260,414.69). The GMP consists of Sublease Payments in the amount of \$37,278.62 per month for 6 months for a total lease value of Two Hundred Twenty-Three Thousand Six Hundred Seventy-One Dollars and Seventy-Two Cents (\$223,671.72) pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 23-237 entered into and executed by the Parties on January 17, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

1 Minton

OXNARD SCHOOL DISTRICT:

200 100

By: Melissa Reyes, Director, Purchasing	
EDWARDS CONSTRUCTION GROUP:	
By: Brad Edwards, President	11/20/2024 Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Marina West Elementary School – 2501 Carob St, Oxnard, CA 93035

Plans and Specifications as prepared by Flewelling Moody. DSA Application Number 03-124194. DSA file number 56-22

OSD Agreement #24-179

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 18th day of December 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor") as lessee.

RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Marina West Elementary School, 2501 Carob Street, Oxnard, CA 93035, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

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

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.
- (b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

OXNARD SCHOOL DISTRICT
Marina West ES PS/TK/K Classroom Project

SITE LEASE December 18, 2024

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

- (c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.
- (d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.
- (e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.
- (f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.
- (c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.
- (e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

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

If to Contractor:

Edwards Construction Group, Inc. 991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

If to the District:

Oxnard School District

1051 South A Street, Oxnard, CA 93030 Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober Vice President, Implementation Services Caldwell Flores Winters, Inc. 521 N. 1st Avenue Arcadia, CA 91006

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

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

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

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

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

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

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

CONTRACTOR

Edwards Construction Group, Inc.

Brad Edwards
Title: President

Date: __11/20/2024

THE DISTRICT

Oxnard School District, a California school district

Melissa Reyes

Title: Director, Purchasing

Date: 1919 94

EXHIBIT A

Legal Description of Site

Marina West Elementary School, 2501 Carob Street, Oxnard, CA 93035

OSD Agreement #24-180

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 18th day of December 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Marina West Elementary School, 2501 Carob St, Oxnard, CA 93035, within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

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

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
- (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
- (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
- (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.
- (e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.
- (f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.
- (g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

- (a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.
- (b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

- (a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.
- (b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.
- (c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

- Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.
- (1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:
- (A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.
- Contractor shall also submit to the District (i) duly executed (B) conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

- (3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.
- (b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

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

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

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

If to Contractor:

Edwards Construction Group, Inc. 991 Bennett Avenue Arroyo Grande, CA 93450 Attn: Brad Edwards, President

If to the District:

Oxnard School District

1051 South A Street, Oxnard, CA 93030 Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober Vice President, Implementation Services Caldwell Flores Winters, Inc. 521 N. 1st Avenue Arcadia, CA 91006

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

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central 10

OXNARD SCHOOL DISTRICT Marina West ES PS/TK/K Classroom Project

SUBLEASE December 18, 2024 District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

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

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

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

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: _ B _ 1 h	By: Morgo
Brad Edwards	Melissa Reyes
Title: President	Title: Director, Purchasing
Date:11/20/2024	Date: 10/10/04

11

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of THIRTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS AND SIXTY-TWO CENTS (\$37,278.62) per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of SIX (6) months.

SOWARDS

Marina West LLB

GMP 11/11/2024

CSI code	Division/Trade	Quantity Metric Labor	Material	Subcontractor V	endor	Equipment	Other	SubTotal
00 00 00	Procurement and Contracting Requirements	The state of the s	The state of the s					
00 72 00	General Conditions	1 LS		710,474.00	Edwards Construction Group			710,474.00
01 00 00	General Requirements			- Contraction of the Contraction				
01 32 23	Survey and Layout Data	1 LS		25,000.00	Edwards Construction Group	9		25,000.00
01 51 13	Temporary Electricity	1 LS		12,500.00	Edwards Construction Group	9		12,500.00
01 56 26	Temporary Fencing	1 LS		18,250.00	Edwards Construction Group	,		18,250.00
01 57 23	Temporary Storm Water Pollution Control	1 LS		32,726.00	Edwards Construction Group			32,726.00
01 21 00	ECG Internal Continency	1 LS		75,000.00	Edwards Construction Group	D		75,000.00
01 21 00	Playground Equipment Allowance	1 LS		25,000.00				25,000.00
012100	Unforeseen Soil Condition Allowance	1 LS		50,000.00				50,000.00
02 00 00	Existing Conditions							
02.41.13	Selective Site Demolition	115		159,640.00	Coastal Demo)		159,640.00
03 00 00	Concrete			- The State of the State				
03 00 00	Concrete Foundations	1 LS		662,000.00	DJS Contracting	2		662,000.00
04 00 00	Masonry			10.444.000.000				
04 20 00	Unit Masonry	1 L5		33,250.00	DIS Contracting	2		33,250.00
05 00 00	Metals	11.00			20512471111111	*		
05 50 00	Metal Fabrications	1 LS		172,604.00	Enviroplex			172,604.00
05 51 00	Metal Trash Englosure Gates	1 LS		13,780.00	Duncan Welding			13,780.00
10 00 00	Specialties			AREO SERVICE				
10 14 00	Signage	1 L5		29,200.00	Division 10 Signage	,		29,200.00
11 00 00	Equipment	3.500		***************************************	5//////128259/25			-376-3440
11 68 13	Playground Equipment	1 LS		99.788.00	Great Wester Park & Playground:			118,788.00
26 00 00	Electrical	1 60		30,750.00	Ment and area to an area made and are			
26 00 00	Electrical	1 LS		524,605.00	Smith Electrica			524,605.00
27 00 00	Communications	110		30-5110-010-0				
27 00 00	Communications	1 LS			Smith Electrica	Г		0.00
28 00 00	Electronic Safety and Security	1.00						
28 31 00	Fire Detection and Alarm	115			Smith Electrica			0.00
31 00 00	Earthwork	4.50						
31 00 00	Earthwork	1 LS		458,900.00	Damar Construction			456,900.00
31 23 16 13		115		97,735.00	Edwards Construction Group			97,735.00
32 00 00	Exterior Improvements	110		571755.00	Control Control Control			(** F.4.7 / DECEMBER)
32 12 16	Asphatt Paving	1 LS		82,000.00	Apodaça Paving	,		82,000.00
32 13 13	Site Concrete	1 LS		192,500.00	DJS Contracting	•		192,500.00
32 17 23	Pavement Markings & Site Signage	1 LS		5,525.00	Apodaca Paving	-		5,525.00
32 30 00	Site Furnishings	1 LS		3,223,00	ripoded a delig	•		0,00
32 31 13	Chain Link Fences and Gates	115		72,078.00	Big Wakoo			72,078.00
32 90 00	Landscaping	115		81,600.00	Elite Landscape			81,600.00
33 00 00	Utilities	113		01/000/10	Citto Eminoscapi			02,000,00
TENOVINED	Utilities	1 LS		295,000.00	Suttle Plumbing			295,000.00
33 00 00	otiuties	115		230,000.00	Suttle Plumbility	4		233,000.00
						Total Bld Direc	t Cost	3,921,156.00
						Total Did Direc		0,022,200,00
						Insurance	1.75%	68,620.00
						Fee	6%	235,269.00
						1 40	U70	200,200.00
						Bond Subtotal		4,225,045.00
						P&P Bonds	0.83%	35,369.67
						TOSHI BAR		4,260,414.67

Demolition

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Demolition	Coastal Demo, Inc.	Submitted	\$159,640.00	Apparent Low Bidder
Demolition	Integrated Demolition & Remediation (no PLA)	Submitted	\$198,000.00	
Demolition	Standard Demolition	Submitted	\$178,805.00	
Demolition	Toro Enterprises	Submitted	\$57,600.00	Site Demolition Only, Does not include Building Demo



Concrete Cutting - Demolition - Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

PROPOSAL

DATE: 9-30-24

CONTACT: Brad

CUSTOMER: Edwards Construction Group

JOB ADDRESS: Marina West ES – 2501 Carob St.

CITY: Oxnard

PHONE: 805-614-9909

EMAIL:

DESCRIPTION OF WORK

Demolish and haul offsite per plans dated 9/6/24 to include:

- Plan Sheet AA1.02. Demolition Key Notes 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 18.
- *** In addition to the (9) standard exclusions below, Coastal Demo Inc. excludes the removal of any asphalt that contains petromat.
- *** DIR #1000010412

Price based on:

- 1. (1) move on.
- 2. Regular work hours.
- 3. Prevailing Wages.

Customer to provide:

1. Layout prior to Coastal Demo arrival.

COASTAL DEMO

Page 1



Concrete Cutting - Demolition - Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447 PHONE: 805-473-9451 // FAX: 805-489-1098

2.	Water and power onsite.	
TOTAL	_: \$159,640.00	
QUOT	E SUBMITTED BY: Ryan Gallaghe	r 805-607-6068
Coasta	al Demo evoludes all items listed	below unless otherwise noted on contract.
Coasta	ar Defilo excidues all Items listed	Delow uniess offici wise noted on contract.
1.	Permits	6. Capping or Disconnecting of existing utilities.
2.	Layout	7. De-watering.
3.	Shoring or Bracing	8. Identification or Removal of Hazardous Waste.
4.	Traffic or Pedestrian Control.	9. Damage to pipes, conduits, or post tension cables.
5.	Protective covers or barriers.	

Our liability and responsibility shall be limited strictly and solely to acts of omission of our direct employees, anything in any purchase order or contract not withstanding. We are not responsible for delays due to equipment malfunctions, weather or other causes beyond or control.

Customer Approval: I have read the contract terms and agree to the terms and condi		
SIGNATURE:	DATE:	

COASTAL DEMO

Page 2

STANDARD DEMOLITION

DEMOLITION CONTACTORS

Brad
Edwards Construction Group
805-614-9909
be@edwardscongroup.com

9-30-2024 Marina West School, Oxnard

Standard Demolition proposes to:

Demolish and remove items shown for removal on Sheet AA1.02 of plans dated 9/6/24.

Includes sawcutting, processing, trucking, and disposal One mobilization
Prevailing wages
On site water source by others

Does not Include:

Excavation or grading unless noted
Layout for saw cuts
Hazardous materials detection or removal
Backfill or compaction
Salvage for the benefit of others
Permits
SWPPP or BMPs
Barricades, temp fences, or protective covers
Capping or disconnecting utilities or storm drains

Bid Amount......\$178,805

Nort Colborn Email <u>nort@standard1.com</u> Cell 805-207-6140

CA DIR 1000047290



INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

CSLB LICENSE #1003504 DIR # 1000023608

Date: October 07, 2024

via Email: ig@edwardscongroup.com

Jessica Gregory Edwards Construction Group

Proposal #IDR2024-0253

Project Name: Marina West Oxnard: Site Demolition

Integrated Demolition and Remediation ("IDR") respectfully submits the following scope and pricing on the above referenced project for your consideration.

Scope of work includes Scope as listed on Demolition Plans & Specs	
Site Demolition	
Site Demolition at 2501 Carob St, Oxnard.	
- Demo (E) 1 Story Modular Building (8 ea) (upto 975 sf) & Ramp	
- Demo (E) 1 Story Modular Building (upto 1025 sf) & Ramp	
- Demo (E) 1 Story Modular Building (upto 1700 sf) & Ramp	
- Demo (E) 1 Story Modular Building (upto 1550 sf) & Ramp	
- Demo (E) Landscape (upto 3750 sf)	\$ 198,800.00
- Demo (E) Portion of Deck Assembly (upto 1090 sf)	
- Demo (E) Portion of Concrete Trike Path	
- Demo (E) Chainlink Fence & Gate (upto 1060 sf)	
- Demo (E) Asphalt Paving (upto 9022 sf)	
- Demo (E) Concrete Pad & Swale (upto 333 sf)	
- Demo (E) Concrete Ramp & Walkway (upto 805 sf)	
- Demo (E) Trash Enclosure & Transformer	
- Saw Cut (E) Concrete & Asphalt	

Contract Documents, Plans and Specifications:

• AA1.02: Enlarged Demo Site Plan

Contract Conditions and Assumptions: This proposal or listed clarifications, conditions and exclusions in this proposal will be included as part of any mutually agreed upon contract

- The proposal is based on One mobilization; additional mobilization will be billed at \$ 5,500.00/mob
- This proposal excludes Shoring / Bracing / Temporary Protection
- All utility safe-offs by others
- Striping Removal is excluded from this proposal
- The proposal is based on prevailing wages
- Hazardous Abatement is excluded from this proposal; Owner to provide a copy of

421 E CERRITOS AVE • ANAHEIM, CA 92807

PHONE: 714-340-3333 • FAX:714-709-4729



INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

the survey prior to starting of demolition

- This proposal does not include any layouts. All layouts to be done by GC
- Site security and site fencing will be provided by the GC/owner
- No overtime included in this proposal
- Cap-off and rerouting of utilities are to be done prior to IDR mobilization
- Import /Export of soil / dirt is excluded from this proposal
- Owner/GC to provide local building/demolition permits
- Base under the Asphalt and Concrete is excluded
- Foundations no more than 2' thick by 2' wide and no deeper than 5'
- Underground utility removal is excluded from this proposal
- All repairs and patch back as a result of demolition are not included
- This proposal excludes PLA/PSA/CWA/Union Agreements
- This proposal excludes Earthwork, Grading, Excavation, Hydro seeding, Erosion Control, and SWPPP
- All items to be relocated & salvaged from the site shall be removed prior to IDR mobilization by others

Exclusions

Bond, site security, weather protection, liquidated damages, unforeseen conditions, salvage for others, shoring, relocation, bracing, engineering, staking, layout, lagging, underpinning, dewatering, pedestrian barricades, protective covers, off-site work, standby time due to owner/contractor delays, handling asphalt with Petromat fabric or concrete plastic below asphalt, utility rerouting or reconnection, permits, termination of utility accounts; specialty insurance items not listed in this proposal.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Please feel free to contact me with any comments or questions on my cell phone 714-483-1534 or email at chet@idrdemo.com.

Regards,

Chet Gala Estimator

> 421 E CERRITOS AVE • ANAHEIM, CA 92807 PHONE: 714-340-3333 • FAX:714-709-4729

Concrete Foundations

Bid Form	Bidders	Bid Status	Bid Amount	Notes
033100 CONCRETE WORK(Foundations)	American Construction Group, Inc	Submitted	\$742,577.00	
033100 CONCRETE WORK(Foundations)	Barcelo Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	DJS Contracting	Submitted	\$662,000.00	
033100 CONCRETE WORK(Foundations)	DLR Associates	Submitted	\$648,300.00	Apparent Low Bidder
033100 CONCRETE WORK(Foundations)	Falcone General Engineering Inc.	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	Grant Construction	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	GT Commercial Concrete, Inc.	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	JNE Concrete Inc.	Submitted	\$981,118.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	JV Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Lazcano Masonry & Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Penhall Company	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Peter Lapidus Const. Inc.	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	RCCI DBA Ramirez Company	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	R&E Concrete, Inc. (Famco)	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	Santa Clarita Concrete	Will Bid	\$1,077,850.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	Toro Enterprises (No SD Work)	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	V & G Builders, Inc.	Did Not Submitt	\$0.00	



4615 Industrial Street Suite # 1G Simi Valley CA 93063 Phone # 805 584-2714 Fax # 805 584-2023 C/L # 776402 DIR#1000012744

Edwards 10/2/24

Reference: Marina West ES – New Modular Classrooms

Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

- 1. The bid item pricing is based on the project in its entirety and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.
- 2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.
- 3. We have the right to mutually agree to the construction schedule.
- 4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a "Fair And Equitable Escalation Clause."

Proposal

Modular Building Cast-in-place Concrete: \$662,000.00

Site Work Concrete: \$175,000.00

Trash Enclosure Concrete: \$22,500.00

Trash Enclosure CMU: \$10,750.00

Inclusions

- 1. Cost and fees for AB219 Legislation.
- 2. Skilled and trained workforce.

- 3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
- 4. Excavation of new building foundations.
- 5. Supply and installation of concrete reinforcing steel as required.
- 6. Form work as required for new concrete work.
- 7. Form work installation for new stem walls and pilasters.
- 8. Templates as required for reinforcing steel.
- 9. Installation of embeds in concrete (supplied by others).
- 10. Place and finish building pad foundations for (5) 72'x40' modulars with pedestals and poured in place stem walls.
- 11. Place and finish concrete for new 3" sand slurry gopher slab.
- 12. Concrete work for crawl space access vent well.
- 13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
- 14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
- 15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
- 16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
- 17. Installation of 168 lft concrete gutter per note 9 on C1.03.
- 18. Installation of 15 lft concrete flume per note 12 on C1.03.
- 19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
- 20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
- 21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
- 22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
- 23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
- 24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
- 25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
- 26. Installation of control and expansion joints as required in new concrete.
- 27. Curing of new concrete as required.
- 28. Concrete pump placement as required for or scope of work.
- 29. Supply and removal of concrete washout boxes as required for our scope of work.
- 30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

- 1. Supply and installation/setting of poly vents.
- 2. Supply and installation of vapor barrier (plans do not call for it).
- 3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
- 4. Mow curb around new modular buildings.
- 5. Play structure foundations.
- 6. Demolition and sawcut of existing structures.
- 7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
- 8. Compaction of bottom of new foundation and earth sub grade preparation.
- 9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
- 10. Haul off and or export of our earth spoils from site.
- 11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
- 12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
- 13. Dewatering of excavations from surface water, rain water, ground water or seepage.
- 14. Storm water control pollution control.
- 15. Joint sealants (supply and installation).

- 16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
- 17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
- 18. Colored concrete.
- 19. Concrete hardeners or fibers in concrete mix design.
- 20. Water proofing.
- 21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
- 22. Fees for bond and cost of bond if required.
- 23. Building and Site Engineered Survey.
- 24. Construction fencing.
- 25. Traffic control, flag men, and pedestrian control.
- 26. Lane closures, permits and fees, (if required).
- 27. Access (access to our work if needed provide by others).
- 28. Water and power as required for completing our scope of work.
- 29. Precast concrete, GRFC concrete, supply and installation (if required).
- 30. Locating and protection of existing underground utilities.
- 31. Concrete encasement of underground pipes and utilities.
- 32. Concrete work for other trades.

Sincerely, DJS Team

DLR Associates DIR # PW-LR-1000924303 LIC # 1092044 1737 E Washington Blvd. Ste 2 Pasadena, CA 91104



DLR Associates
Concrete | Masonry

Estimate 34533

ADDRESS

EDWARDS CONSTRUCTION

GROUP

DATE 10/18/2024

TOTAL \$648,300.00

SALES REP

RICARDO BARAJAS

ACTIVITY

DESCRIPTION

RATE

AMOUNT

Structural

Marina West Oxnard LLB (PREVAILIN WAGE)

648,300.00

648,300.00T

Concrete Contract

BUILDINGS 1.1A.2.2A &3

STRUCTURAL CONCRETE LABOR AND MATERIAL SCOPE OF WORK \$

648,300.00

- 1) EXCAVATION OF FOOTINGS
- 2) PREP, FORM AND POUR CONCRETE FOOTINGS
- 3) SUPPLY AND INSTALL REBAR
- 4) PREP, FORM AND POUR CONCRETE VENT WALLS
- 5) INSTALL EMBED PLATES (SUPPLY BY OTHERS)
- 6) MANPOWER
- 7) EQUIPMENT
- 8) SITE SUPERVISION
- 9) INSTALL FOOTINGS FOR 1 TRASH ENCLOSURE

*EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers

Thank you for your business!

SUBTOTAL

648,300.00 0.00

TAX

\$648,300.00

TOTAL

THANK YOU.



16164 Sierra Highway, Santa Clarita, California 91390 License No. 381605

Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulars 1,1A,2,2A,3

October 30, 2024

Our bond rate: 1%

Our Fed Tax ID: 95-3376896

DIR # 1000002536 Addendums 1-14 noted

\$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

- 1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
- Weld plates installed at modular corners prior to pour (weld plates provided by others)
- 3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
- 4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

- 1. 4" PCC pedestrian and vehicular paving on 4" class II base
- 2. 4" Vehicular paving on 6" Class II base where shown on C3.01
- 3. PCC thickened edges at planter areas
- 4. Curb at parking areas
- 5. Pedestrian ramp with truncated domes
- 6. 24" ribbon gutter at East access area
- 7. Concrete flume structure
- 8. Concrete curb around play area perimeter per landscape drawings
- 9. Flush curb at turf area
- 10. Radius flush curbs for 4 tree wells per landscape drawings and details.
- 11. Footing for CMU trash area walls
- 12. Trash area curbs
- 13. Rebar for all items above

Exclusions for this project.

- 1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
- Backfill of the exterior building stem / footings
- 3. Any work required after July 1 labor increases (schedule not provided)
- Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
- Sealing or coatings on slabs or flatwork.
- 6. Repair of existing concrete structures
- 7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
- 8. Drain structures and catch basins.
- 9. Light standards or other lighting footings.
- 10. Survey.
- 11. Drypack
- 12. Patch-back for demo'd site paving for new utility trenches.
- 13. Footings for play equipment including ball walls, backstops, or play poles.

Project - Bid Proposal - Pg. 1 of 2

- 14. Water and Power to be supplied by others
- 15. All permits and inspection fees to be paid for by others.
- 16. Bid amount based on 40-hour workweek, Monday through Friday.
- 17. No obstructions
- 18. Any cure, sealer or hardener on slabs other than that listed above.
- 19. Staining or polishing concrete.
- 20. Protection or clean-up of misc material.
- 21. Shop drawings (if required).
- 22. Any required excavation and recompaction of soils below footings or piers.
- 23. Costs for grades or grading in excess of 1/10th ft.
- 24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
- 25. Dewatering of any kind.
- 26. Blockouts or installation of sleeves for other trades.
- 27. Fence, gate post, or misc. sign footings.
- 28. Supply, offload, storage, or inventory of miscellaneous metals.
- 29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
- 30. Welding.
- 31. Testing, inspections, and permits.
- 32. Rough concrete encasement for other trades including thrust blocks.
- 33. Dust control, street sweeping or cleaning.
- 34. Colored concrete other than that listed above.
- 35. Caulking, joint fillers or insulation material.
- 36. Sub drainage systems.
- 37. Protection of concrete surfaces after finishing.
- 38. Lane closure permits, traffic control, flagmen, or barricades.
- 39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
- 40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
- 41. Demolition, drilling, doweling, or reworking of existing structures.
- 42. Temporary protection of our completed work.
- 43. Trash bins.
- 44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
- 45. O&P less than 15% on change orders our overhead already exceeds 15%.
- 46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh



QUOTE

INVOICE # 111 Date: 10/17/20024

960 W Grand Ave Grover Beach, CA 93433 805 668 2059 Ed.ineconcrete@gmail.com norm@ineconcrete.com Joey@ineconcrete.com

To: Edwards Construction Group 991 Bennett Ave Arroyo Grande, CA 93420 Expiration Date: 11/17/2024

Job Name	Job Location	La Company
Marina West Elementary School	2501 Carob St, Oxnard, CA 93035	

	Description	Line Price	
1	Site work	\$98,654.82	
2	Foundations		
	Buildings 1&1A	\$176,088.00	
	Buildings 2&2A	\$176,088.00	
	Building 3	\$89,056.00	
	Buildings 9&10	\$176,088.00	
	Buildings 11&12	\$176,088.00	
	Building 13	\$89,056.00	
	See Attached Excell Sheet for a line item breakdown of pricing.		
			7156
		Total	\$981,118.00
		<u></u>	

All footing spoils to remain on site (haul off of dirt generated in the process of digging footing to be hauled off site by others). Traffic control JNE concrete does not do traffic control (any traffic control needed to be supplied by others). On site physical hardware layout to be done by others (hardware includes, hold down, anchor bolts, red iron, red iron templates, all threads, hardie wall, strong walls, post brackets). JNE concrete WILL supply anchor bolts with nuts, hold downs, postbrackets, ALL other hardware to be supplied by others. JNE does NOT supply nuts for any bolts (except were listed above), washers, red iron or any hardware above the top of concrete line. Concrete washout to be provided by contractor for JNE it use. Trash dumpster water and electrical power to be provided by General contractor.

Thank you for your business

Asphalt Paving

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Paving & Striping	ABC Resources, Inc.	Did Not Submitt	\$0.00	
Paving & Striping	Apodaca Paving	Will Bid	\$87,525.00	Apprant Low Bidder, Includes Paving and Striping
Paving & Striping	Finish Line Paving Inc.	Did Not Submitt	\$0.00	
Paving & Striping	Golden State Sealing & Striping, Inc	Did Not Submitt	\$0.00	
Paving & Striping	Interstate Striping & Signs Inc.	Submitted	\$4,000.00	Striping Only
Paving & Striping	Landmark Grading & Paving, Inc. dba	Will Not Bid	\$0.00	
Paving & Striping	PCI Striping & Sealcoat	Will Not Bid	\$0.00	
Paving & Striping	Toste Grading & Paving	Will Not Bid	\$0.00	

"We are proud of our work."



Post Office Box 1 Grover Beach, California 93483 Phone (805) 489-1794 Fax (805) 489-9407 License No. 415318 DIR #1000003961

DVBE and MB CERTIFIED #1331580 PROPOSAL and CONTRACT

		Date: October 02, 2024
TO: Edwards Co		
Telephone:	805-335 - 1161 Fax:	
JOB ADDRESS:	Marina West Elementary	
DESCRIPTION:		
	- Take over subgrade grad	e @ 10 th +/-
	- Pave 3" hot mix asphalt (@ 7,900 SF
	- Patch Back around plays	round @ 283 SF
	- Patch Back for trenching	@ 900 SF
GRADIN		
SQ.F	T.: See above description	
BASE MATERIA	AL: Yes	
HEADER	RS:	
A.C. PAVEMEN	NT: 3"	
SEA	AL:	TACK: Included
Permits, testing, eng	gineering (if any) are the owner's	responsibility.
MISC.: Add \$5	,525 for Striping and Signage	Per Site
All of the abo	ve work to be completed in a subs	tantial and workmanlike manner for the sum of:
One Hundred Fifty	y-Eight Thousand	Dollars \$ _82,000
Price is good for thirt	y days from the above date. Contra	ct to be paid upon completion, unless otherwise stated.
specifications involving e charge over the sum ment due to grade less than 2%	xtra cost of material or labor will only be ioned in the contract. Price on material is	er month. Any alterations or deviations from the above executed upon written orders for same, and will become an extra subject to change. Not responsible for any "bird baths" or puddles i. If any legal action is necessary to enforce this agreement,
	NOTICE	
	ed by law to be licensed and	Respectfully submitted,
	ractors' State License Board. Any	
questions concerning registrar of the board	a contractor may be referred to the	By, Estimator
	S' STATE LICENSE BOARD	Post Office Box 1
	Sacramento, California 95814	Grover Beach, California 93483
		(805) 489-1794
NOTICE: UNDER THE ME CONTRACTOR, SUBCONT	ECHANICS' LIEN LAW (CALIFORNIA COI FRACTOR, LABORER, SUPPLIER OR OTH	DE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.,) ANY ER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS

NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

ACCEPTANCE

You are hereby authorized t proposal, for which	to furnish all materials and labor required to complete the work mentioned in the above agree to pay the amount mentioned in said proposal and according to the terms thereof.
Date	Accepted:
	Please Sign and Return One Copy



Interstate Striping & Signs, Inc.

1200 Lawrence Drive, Suite 340 Newbury Park, CA 91320 Phone: (805) 208-5925

UNION LOCAL 1184 - CA LIC. #838618, C-32

DIR# 1000007945

ESTIMATE

Quote #	Date
1024-29	10/25/2024

Plans: Yes Specs: Yes Addenda: No Rep: Trevor

Trevor@InterstateStripe.com

PROJECT:	ROJECT: Marina West Elem. School - Parking Lot & Playground Striping LOCATION: Oxnard, CA				
ITEM No.	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
	Remove Existing Striping By Grinding Method	1	LS	\$900.00	\$900.0
	Stripe New Parking Stalls Per Plan	1	LS	\$1,500.00	\$1,500.0
	Stripe Playground Per Plan	1	LS	\$1,300.00	\$1,300.0
	Install ADA Parking Stall Signage (Wall Mounted)	2	EA	\$100.00	\$200.0
	Install "Tow-Away" Entrance Sign (Fence Mounted)	1	EA	\$100.00	\$100.0
	ADD ALTERNATES:				
	Sign Post - 2" Square Perforated Telespar Post - \$275/ea				
	6' Concrete Wheel Stop (Pinned) - \$90/ea				
	Re-Stripe All Existing Parking Stalls In Parking Lot #1 - \$750				
	EXCLUSIONS:				
	Surface repair / Pavement sealing after removals				
	Temporary striping, pavement markings & markers				
	Posting of temporary "No Parking" signs				
	Construction area signage				
	Porcelain steel sign panels - Includes aluminum panels only				
	Painting and/or powder coating sign posts				
	Traffic control				
	Escorts as needed for our work				
	Wet sandblasting / High-pressure water blasting				
	Surface preparation prior to striping / Removal of curing compound				
	Curb painting / Markings				
	Retroreflective media applied to paint				
	Fog seal / Slurry seal				
	Layout for other trades				
	Job specific classes, training, fingerprinting, security clearance, etc.				
	Engineering, Design, Shop Drawings, Etc.				
	CLARIFICATIONS:				
	Includes 1 move-in. If additional move-ins are needed, add \$1,500/ea				
	Downtime caused by anything beyond the control of ISS - \$150/man hr				
	All items must be included in any future contract / work order				
	Pricing based on standard fast-dry waterborne traffic paint.				
	Includes installing second coat immediately after first coat is tack-free				
	Includes layout on the same day as striping installation.				
	All water pollution control measures by others				
	Continued on page 2				
	Continued on page 2				
					A 4 000 0

Accepted By:

Date:

TOTAL

\$4,000.00



Interstate Striping & Signs, Inc.

1200 Lawrence Drive, Suite 340 Newbury Park, CA 91320 Phone: (805) 208-5925

UNION LOCAL 1184 - CA LIC. #838618, C-32

DIR# 1000007945

ESTIMATE

Quote #	Date
1024-29	10/25/2024

Plans: Yes Specs: Yes Addenda: No Rep: Trevor

Trevor@InterstateStripe.com

PROJECT:	Marina West Elem. School - Parking Lot & Playground Striping	LOCA	ATION:	Oxnard, CA	
ITEM No.	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
	General Liability Insurance Coverage provided as follows:				
	Commercial GL (EA Occurrence) \$1,000,000				
	Damage to Rented Premises (EA Occ.) \$100,000				
	Med Exp. (Any 1 person) \$5,000				
	Personal & Adv Injury \$1,000,000				
	Products - Comp/GL Aggregate \$2,000,000				
	Auto - per accident \$1,000,000				
	Excess Liability - Each Occurrence/Agg. \$5,000,000				
	Workers Comp & Employers' Liab. \$1,000,000				
	Contractors Pollution - Each pollution/Agg. \$2,000,000				
	General Aggregate Limit applies per project				
	If higher limits are required, additional costs will be charged.				
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			1		

Accepted By: Date: TOTAL \$4,000.00

This quote is valid for 30 days only. All terms and conditions above shall be incorporated into any future subcontract

Embeds, Poly Vents, Access Grating



Oxnard School District - Marina West Embeds Polys Access Grates

Pricing subject to final design and finishes

2022 CBC

P-back Item #	350	Description	Unit	Qty	Pigg	gyback Price	Total
2214		Weld Plates	EA	14	\$	870.38	\$ 12,185.25
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	\$	5,926.11	\$ 5,926.11
2302		4' polyvent	EA	6	\$	1,701.00	\$ 10,206.00

	 A STATE OF THE PARTY OF THE PAR
Sub-Total	28.317.36

PF	ROJECT CLOSE OUT ITEMS				
1	Labor to close out site	hour		\$ 110.00	\$ 4
2	On-Site Labor (plumbing close-out)	hour		\$ 268.00	\$
3	Crane	hour		\$ 750.00	\$ 5.9
4	Delivery	floor		\$ 12,250.00	\$ 34
5	Installation	floor		\$ 7,550.00	\$ - 0
6	Bond				\$ 297.3
7	Estimated Tax		1		\$ 906.10
				Total	\$ 29,520.85
				Grand Total Typical of 5	\$ 147,604.24

Notes:

- Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. The SE's charges are included with this Proposal.

Signage

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Signage	A Good Sign & Graphics Co	Did Not Submitt	\$0.00	
Signage	AHR Signs Inc	Did Not Submitt	\$0.00	
Signage	Ampersand Contract Signing Group	Did Not Submitt	\$0.00	
Signage	asi Signage Innovations	Did Not Submitt	\$0.00	
Signage	Baja Signs DBA Sign Pro	Did Not Submitt	\$0.00	
Signage	Braille Signs, Inc.	Did Not Submitt	\$0.00	
Signage	Clear Sign & Design	Did Not Submitt	\$0.00	
Signage	Division Ten Signage	Submitted	\$29,200.00	Apparent Low Bidder
Signage	NXT GEN Signs	Will Not Bid	\$0.00	
Signage	Quiel School Signs (Electronic Signs)	Did Not Submitt	\$0.00	
Signage	Signarama	Will Bid	\$6,900.00	Site Signage Only, No Building and room Signage
Signage	Sign Creations	Did Not Submitt	\$0.00	
Signage	Signs Of Success	Undecided	\$0.00	
Signage	Signworks	Will Not Bid	\$0.00	
Earthwork & Underground Utilities	Associated Utility Services	Did Not Submitt	\$0.00	



2766 Via Orange Way, Suite G. Spring Valley, CA 91978 Phone: (619) 741-8267 | Fax: (619) 741-1469 www.DIVISION10SIGNAGE.com BID

DATE: 10/02/24

Lic. #832623 | FEIN:11-3667452 DIR. REG. 1000008553 SLBE/ WBE/ MBE CERTIFIED #1082140

PROJECT: MARINA WEST ES (N) MOD. CLASSROOM BLDGS (5)

SPEC SECTION: 10 14 00 SIGNAGE

CONTACT

Estimator: Veronica Thompson

Email: estimating@division10signage.com

Cel: (619) 778-5027

BID: \$29,200.00

Per Plans/Spec: Y

Installation: Y

SIGNAGE SCOPE SPECIFIC TO SIGNS ATTACHED DIRECTLY TO PROJECT SCOPE BLDGS:

(5) MODULAR CLASSROOM BLDGS, PER SHEET A.1

Tax: Y

QTY	TYPE	MATERIAL	SIZE	DESCRIPTION
15	TE: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA EXIT ID
30	RID: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA ROOM ID
10	ALS: 6/A1N	1/8" ES PLASTIC	15 ½" X 9"	ASSISTIVE LISTENING ID
10	OCC:	1/8" ES PLASTIC	15 ½" X 9" SIM	MAX OCC ID
15	5/A5	1/4" INTEGRAL COLOR ACRYLIC-3D	12" COMBO	T-24 RESTROOM DOOR ID
15	5/A5	1/8" ES PLASTIC	8" X 8"	ADA RESTROOM ID
30	A1N	THIN GAUGE METAL	3" X 2"	MODULAR BLDG TAGS @ EXT+INT MODS
15	5/A5	1/8" ES PLASTIC	6" X 6"	ISA ID

EXCLUDES	TEMPORARY CONSTRUCTION SIGNS
	PARKING, PARKING LOT, DIR P.O.T., FIRE LANE, DROP OFF, SITE STALL SIGN POSTS &
	PANELS ARE NOT INCLUDED
	SIGN PERMITS/BONDS
	SITE SIGNS, GATE SIGNS, FENCE SIGNS
	PLUMBING, MECHANICAL, ELECTRICAL, EYE WASH TAGS or ID's
	ILLUMINATED - SELF ILLUM. EXIT, PHTOTOLUM. OR LOW LEVEL EXIT SIGNS
	FIRE EXT's, FIRE EXT cabinets, FIRE ALARM ID SIGNS OR FIRE WALL BARRIER ID
	DEMO OF EXISTING SIGNS, WALL PATCH/PAINT
	Any other signs or work areas not SPECIFICALLY noted above
ADDENDA	N/A
TERMS	Bid is valid for (30) days - No bond included - PREVAILING WAGE APPLIES
ALTERNATES	N/A
NOTES	BID IS QUANTIFIED

Thank you for allowing us to bid your signage project.

The Way to Grow Your Business

ESTIMATE EST-9297

Payment Terms: Customer

Created Date: 10/29/2024

DESCRIPTION: Marina West ES Oxnard

Bill To: Edwards Construction Group

991 Bennett Ave

Arroyo Grande, CA 93420

US

Pickup At: Signarama Ventura

1833 Portola Rd Unit F Ventura, CA 93003

US

Salesperson: Scott Moilanen Requested By: Jessica Gregory Work Phone: 805-797-5611 Email: jg@edwardscongroup.com

Cell Phone: (805) 249-9358 Entered By: Scott Moilanen

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Towing Sign 18" w x 24" h x .080 aluminum sign panel with laminate. Attached to existing fence with wire to the background with 1" tall white copy to react ACCESSIBLE PARKING SPACES NOT DISPLAYING ISSUED FOR PERSONS WITH DISABILITIES WILL VEHICLES MAY BE RECLAIMED AT (TBD) OR BY	ties at 4 corners. Bottom of sign to be d "UNAUTHORIZED VEHICLES PARKEI G DISTINGUISHING PLACARDS OR SP BE TOWED AWAY AT THE OWNER'S	e 60" above grade. D IN DESIGNATED ECIAL LICENSE PLATES	\$199.00
2	ADA Compliant Bathroom Door Sign: Custom Colo Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA Size: 12" x 12" x .25" Color: Clear, Matte Acrylic back-painted		\$151.20 aph	\$2,268.00
3	ADA Compliant Bathroom Wall Sign: Custom Color Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA Grade II Raster Braille. Size: 6" x 8" x .125" Color: Clear, Matte Acrylic back-painted. mount	compliant Bathroom Wall Sign with		\$1,256.31
4	Accessible Parking Sign, post and concrete 12" w x 18" h x .080 aluminum sign panel with MINIMUM FINE \$250" print. 2" sq galvanized sign concrete. Vandal proof screws to suit with blue 1 Additional 12" w x 3.25" h .080 aluminum sign	gn post (10' 6"). 12" round x 26" deep e painted heads. Bottom of sign to be	o post hole with e 6'8" above grade.	\$826.00

5	Set up Charge	1	\$45.00	\$45.00
6	Sign Installation Labor to install all signs	1	\$1,769.00	\$1,769.00
7	Administrative Fees Administrative and insurance fees	1	\$200.00	\$200.00
8	CSLB # 977408 DIR# PW-LR-1000874352	1	\$0.00	\$0.00
			Subtotal:	\$6,563.31
egar	ding production of custom signs, this estimate is valid	based on	Taxes:	\$337.07

information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Subtotal:	\$6,563.31
Taxes:	\$337.07
Grand Total:	\$6,900.38
Deposit Required:	\$3,450.19

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from client about the project. for time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

Signature:	Date:

Metals

Bid Status Bid Amount Notes Bid Form Bidders Will Not Bid \$0.00 Structural Steel & Metal Fab B&R Fabrication Did Not Submitt \$0.00 canos welding Structural Steel & Metal Fab Will Not Bid Did \$0.00 Delta Welding & Fabrication Structural Steel & Metal Fab \$13,780.00 Submitted Handrails Structural Steel & Metal Fab Duncan Welding LLC \$0.00 J & D Steel Fabrication & Repair LP Will Not Bid Structural Steel & Metal Fab \$172,000.00 Plugged, Based on what we have seen on previous projects Structural Steel & Metal Fab Edwards Construction Group Submitted \$0.00 Structural Steel & Metal Fab Red's Iron Specialties, Inc. Did Not Submitt \$0.00 Structural Steel & Metal Fab swinks welding inc, Did Not Submitt



Duncan Welding Simi Valley, CA 93065 (805)823-3512 Lic # 1068885 Project: 2501 Carob St. Oxnard, CA 93035 Edwards Construction Group

Be@edwardscongroup.com jg@edwardscongroup.com

General Observation

The following option is for the above referenced address. Please be advised, all estimates as stated below are quoted by direct site evaluation. Any changes may incur additional cost. Estimate is valid for 10 Business days. DUE TO CURRENT MARKET CONDITIONS, MATERIAL COST MAY INCREASE WITHOUT NOTICE.

Option	Description	Quantity	Unit	Total
Option 1	Trash Enclosure Gates	1	EA	\$13,780.00
	-	TOTAL CONTRACT		\$13,780.00

Inclusions & Exclusions:

- Inclusive of a 10-year warranty on weldments.
- Others to paint trash enclosure gates.
- Includes red prime.
- Estimate based off reference drawing A1.05 #12, #8, #14, #16.

Thank you for taking the time to consider our bid proposal! Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

David Duncan

ESTIMATE



Project: 2501 Carob St. Oxnard, CA 93035

OPTION 1: Trash Enclosure

- 1. Coordinate logistics (material ordering, scheduling, etc.)
- 2. Fabricate and install new trash enclosure gates (2). Reference detail A1.05 #8, A1.05 #12, A1.05 #14, A1.05 #16.
- 3. Clean up resulting debris.

Playground Equipment

Bidders	Bid Status	Bid Amount	Notes
Central Coast Playgrounds	Did Not Submitt	\$0.00	
Great Western Park & Playground	Submitted	\$93,788.09	Apparent Low Bidder, Basis of Design
Miracle Playground	Did Not Submitt	\$0.00	
	Central Coast Playgrounds Great Western Park & Playground	Central Coast Playgrounds Did Not Submitt Great Western Park & Playground Submitted	Central Coast Playgrounds Did Not Submitt \$0.00 Great Western Park & Playground Submitted \$93,788.09

Proposal for

Great Western Bid

Prepared by

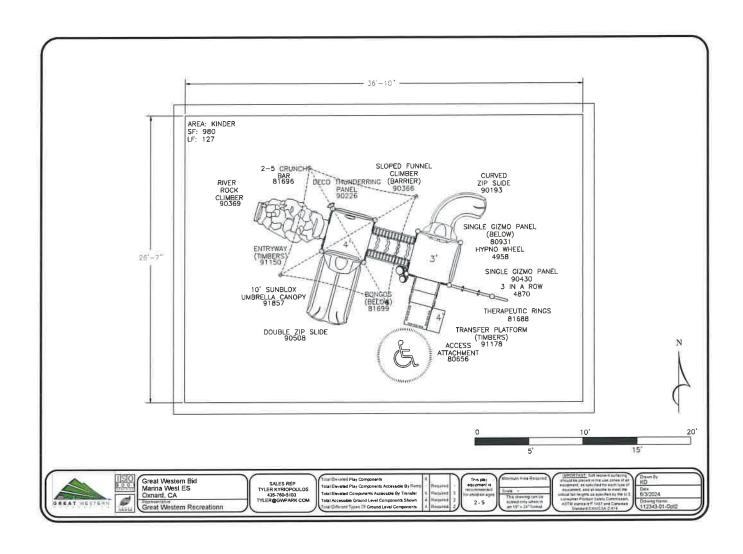


09-24-2024 Job # 112343-01

Marina West Elementary School Kinder Option 2A



435-760-5103 | www.gwpark.com



Marina West Elementary School Kinder Playground - Option 2A

Great Western Bid Attn: All Bidders Logan, UT 84321 United States Ship to Zip 93035

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom Playground Ages 2-5- Reference Drawing 112343-01-Opt2	\$39,974.00	\$30,746.85	\$30,746.85
999	PIP	GT-Impax - 999 SF of PIP- PIP 999 sf, 4' CFH Quote includes a 1.5" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Standard Color TBD No Design No TTA Aromatic Binder Prevailing Wages	\$25.91	\$25.91	\$25,884.09
1	INSTALL	Install - Installation of Gametimes Hidden Meadows discrete unit per plans Includes intergrated shade and rebar cages for shade post footings. Does not include temporary fencing, unloading or receiving of play equipment, rebar cages except for the ones note and safety surfacing. Trash and spoils for play equipment installation is to be disposed of onsite. Prevailing Wages	\$24,425.00	\$24,425.00	\$24,425.00
1	INSTALL	Install - Construction of Substrate 4" of compacted aggregate 999 SF Prevailing Wages	\$5,619.00	\$5,619.00	\$5,619.00
				Sub Total	\$86,674.94
				Freight	\$4,269.07
				Tax	\$2,844.08
				Total	\$93,788.09



Marina West Elementary School Kinder Playground - Option 2A

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$1,435 plus tax if applicable.

Shipping to site: 2501 Carob St Oxnard, CA 93035

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Customer is responsible for offloading.

Prevailing Wages





Marina West Elementary School Kinder Playground - Option 2A

Remit Payment to:

GameTime P.O. Box 680121 Fort Payne, AL 35968

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

FOB Factory.

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above

Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GarneTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.





Marina West Elementary School Kinder Playground - Option 2A

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indica	ated below.
Change billing information to:	
Address:	_
	-
Contact:	- ;
Change shipping information to:	
Address:	_
Contact:	
Colors: Per Renderings Palette	_
Per Submittals	
Other Colors, please specify	
Purchase Amount: \$93,788.09	
Signature: Date:	
Acceptance of this proposal indicates your agreement to the terms and conditions stated h	erein.

DIR# 1000015526 CSLB#855664



Marina West Elementary School Kinder Playground - Option 2A

INSTALLATION CONDITIONS:

- . ACCESS: Site should be clear, level and allow for unrestricted access of trucks and machinery.
- STORAGE: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- UTILITIES: Owner is responsible for locating any private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Electrical, Communications, Fire Alarm

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Electrical, Communications, & Fire Alarm	ASM Electric	Will Not Bid	\$0.00	
Electrical, Communications, & Fire Alarm	Blum & Sons Electric, Inc.	Will Bid	\$552,852.00	
Electrical, Communications, & Fire Alarm	Dynamo Electric Inc.	Will Not Bid	\$0.00	
Electrical, Communications, & Fire Alarm	National Electrics Works, Inc.	Did Not Submitt	\$0.00	
Electrical, Communications, & Fire Alarm	On Target Electric	Did Not Submitt	\$0.00	
Electrical, Communications, & Fire Alarm	Scott and Sons Electric	Submitted	\$527,000.00	
Electrical, Communications, & Fire Alarm	Smith Mechanical-Electrical-Plumbi	r Submitted	\$524,605.00	Apparent Low Bidder
Electrical, Communications, & Fire Alarm	Taft Electric Company	Did Not Submitt	\$0.00	



October 28, 2024

Re: Marina West Oxnard EL Proposal REBID revised

Our proposal and scope are based on the following documents:

Electrical plans dated 2-20-2024

Electrical Scope of Work:

Procure and installation of the following

- 1) Panel JT, Transformer T, and 200 amp disconnects
 - a. Bus tap existing switchgear
 - b. Arc flash study
- 2) Conduit, Sleeves, Supports, Junction Boxes, 2x3 vaults, Conductors
- 3) Grounding
- 4) Assisted listening System
- 5) Fire Alarm System
 - a. Devices, cabling, terminations, testing and programming
- 6) Intercommunication System
 - a. Wall mounted cabinet, 48-port patch panels, supporting hardware and bonding
 - b. CAT 6 and CAT 6A (Riser Rated Cable) per counts on drawings
 - c. Fiber, fusion terminations, enclosures, bulkheads, splice trays.
 - d. Patch Cords for Wireless Access Points
 - e. J-Hooks where necessary for proper cable support.
 - f. Install Owner Furnished Wireless Access Points
 - g. Provide end to end testing/certification and labeling

Exclusions and Work Performed by Others:

- 1) All Permit, inspection, and utility fees.
- 2) Temporary Construction power and Lighting.
- 3) Any items not shown on electrical drawings
- 4) Plywood backboards
- 5) Misc. supplemental structural steel for pipe and equipment supports
- 6) Shop drawings
- 7) All saw cutting, patching, removal of asphalt/concrete, Restriping of finished surfaces.
- 8) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
- 9) Trench, backfill and gravel for pull boxes
- 10) Soils removal
- 11) Network switches, WAP's, clocks, bells, VOIP speaker system, Telephony and active equipment (owner provided)

Pricing: 2 options

Pricing Terms and Conditions:

Smith MEP's pricing is valid for 30 days from the date of this letter. A one (1) year labor and material warranty is included commencing at substantial completion or owners beneficial use of these systems. Our bonding rate is 1.1 percent. The cost of the bond is **not** included. Sales tax is included in our quote. Our DIR #1000001389

We are confident that Smith MEP's performance will be a valued contribution to the success of this project, and we look forward to the opportunity to join your construction team. If you have any questions, please do not hesitate to give us a call. Sincerely,

Smith MEP Lindsey Weber | Electrical Estimator



Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003 PH (805) 642-8547 *** FAX (805) 642-8548

Bid Proposal - Revised

TO:

Edwards Construction

ATTN: Jessica

SPEC. SEC. #

260000 270000

TRADE: Electrical

JOB NAME:

Marina West Elementary School

JOB ADDRESS:

2501 Carob St. Oxnard 93035

DATE

SUBMITTED:

10/2/2024

SUBMITTED BY:

Steve Ext. 17

LICENSE NO:

700054

DIR#

1000000877

PHONE NO: CELL

(805) 642-8547 (805) 746-1990

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Bid:

527,000 \$

INCLUDES:

All electrical, fire alarm, and communications work per the E sheets dated 2/20/24 and specs Safe off of all electrical items to be demolished

EXCLUDES:

Permit, utility, & bond fees

General contractor temp power and lighting

Mechanical controls and control wiring

Patching, Painting, Firestopping

Access panels

All trenching with sand and native backfill for electrical conduits

Sawcut and patch of asphalt and concrete - approx. 900 Square feet

Restriping of parking lot after trenching

Cast in place concrete

Disposal of dirt and debris - approx. 60 cubic yards

Disposal of demolished materials

Demolition - Safe off only

Blum & Sons Electric, Inc.

PROPOSAL#18631R1

November 1, 2024

Edwards Construction Group

P.O. Box 350 Nipomo, CA 93444 Jessica Gregory (805) 614-9909 jg@edwardscongroup.com Project Name: Marina West LLB - Oxnard

Address: 2501 Carob St City State Zip: Oxnard, CA 93035

Estimate Ref.: E23562
Blum Contact: Josef W. Blum

Blum Email: jwblum@blumelectric.com

Thank you for the opportunity to bid the electrical construction of the above referenced project. For your consideration, please review the following pricing and related details:

Base Bid	: Standard Scope and Specifications:	<u>\$274,054.91</u>
Additive Alternate A	A: Excavation	\$108,750.00
Additive Alternate I	3: Structured cabling system	\$68,739.58
Additive Alternate (C: Fire alarm system conduit/boxes/termination/wire	\$46,308.25
): Fire alarm system parts/smarts/programming/testing	\$55,000.00
Total Bid including Alternates	:	\$552,852.74

Pricing is based on the following documents, hereafter referred to as reference documents:

- Electrical Sheets E0.1, E0.2, E0.3, E1.0, E1.1, E2.0, E3.0 dated 02.20.24 designed by JMPE.
- Addendums have not been noted.
- Prevailing Wage Rates have not been considered.

Pricing Options to Base Bid:

- Add Alternate A) Provide indicated trenching, backfill, and compaction per reference documents.
- Add Alternate B) Provide indicated structured cabling system per reference documents.
- Add Alternate C) Provide indicated fa system conduit/boxes/termination and wire per reference documents.
- Add Alternate D) Provide indicated fire alarm system parts, smarts, programming and testing per reference documents.

Project Scope Summary:

Contract Description: The work of this contract comprises the following:

Lighting and/or Lighting Controls

n/a

Primary, Secondary, and/or Distribution Power

- Furnish and install indicated receptacles at locations per reference documents.
- Furnish and install indicated branch MC cable, conduit, and wire per reference documents.
- Furnish and install indicated switchgear per reference documents.
- Furnish and install indicated new breakers per reference documents.
- Furnish and install indicated disconnects per reference documents.
- Furnish and install indicated electrical safe off per reference documents.
- Furnish and install indicated new grounding per reference documents.
- Furnish and install indicated secondary conduit per reference documents.
- Furnish and install indicated single point electrical HVAC connection per reference documents.
- Furnish and install indicated precast concrete pull-boxes per reference documents.
- Terminate and test.

Low Voltage Systems

- Furnish and install indicated audio-video system conduit stubbed to accessible ceiling per reference documents.
- Furnish and install indicated structured media conduit stubbed to accessible ceiling per reference documents.

Accepted By:	Date	Authorized By:	Page 1 of 4
Acceptance of here	in contained pricing incorpor	rates this proposal with any subsequent	contract for same.
606 Linden Ave., Carpinto	eria, CA 93013 – DIR#10000034	28 – Lic.#494283 (C-10) – Phone: 805.684.1	L010 - Fax: 805.684.2260

Blum & Sons Electric, Inc.

PROPOSAL#18631R1

November 1, 2024

Project Scope Exclusions:

- Permits and related fees.
- Payment and performance bonding.
- Demolition.
- Materials & equipment stockpile, disposition, recycle, disposal and/or haul-off.
- Dumpsters and removal of jobsite related trash.
- Design, engineering, survey, and/or mockup.
- Premium time (any work after normal business hours or weekends).
- Title 24 testing.
- Arc fault/SSCS/insulation resistance testing, ground resistance testing.
- Roof penetrations / repairs / flashing / waterproofing.
- Temporary power, lighting, installation, support, and equipment.
- Coring and x-ray for cores.
- Primary utility feeds and equipment.
- Underground utility locating and dust control.
- HVAC equipment and equipment installation.
- HVAC control conduit, control wire, terminations, and/or connections.
- Existing conduit, wire, devices, and/or equipment designated for re-use.
- Conduit, wire, and devices for security, surveillance, and/or access control systems.
- Wire and devices for communication. (except as optioned)
- Any additional card reader conduit details not shown or stated.
- Required fire stopping/fire pads.
- Acceptance/megger testing.
- Required acoustical/sound dampening pads.
- Phased construction and/or multi-mobilized staging.
- Trenching, backfill, compaction. (except as optioned)
- Any rock removal larger than 12" diameter will be tracked on T&M.
- Any repair of unforeseen/unmarked additional underground utility conduits.
- In-ground water removal/control will be tracked on T&M.
- Shoring.
- Removal of spoils from jobsite.
- Boring.
- Saw cutting.
- Fire Marshal Design Build Adjustments of Fire Alarm Device Counts.
- Fire alarm system conduit, wire, boxes. (except as optioned)
- Fire alarm system installation. (except as optioned)
- AHJ to determine additional costs and requirements of the Fire Alarm System provided.
- Supply and installation of flow/tamper switches.
- VFD's and motor starters.
- Painting and surface finish matching of any kind.
- X-ray/Sonar of all underground and future slabs/walls.
- Barriers, street work, traffic control, and/or site conditions management.
- Plywood backboards, except as specified within the project scope.
- Formed and/or finished concrete pertaining to light and/or pole bases, equipment / housekeeping pads, encasement of above/below-ground conduits, and cable trench covers.
- Working with, or near, hazardous materials.
- Removal of trash and/or spoils from job site.
- Seismic Engineering and Structural Engineering.
- Seismic wire at lighting fixtures.
- Costs pertaining to CAD File copy, duplication, transmittal, and/or storage necessary for the proper execution

Accepted By:	Date	Authorized By:	Page 2 of 4
Acceptance of herei	n contained pricing incorpo	rates this proposal with any subsequent	contract for same.
606 Linden Ave., Carpinte	ria, CA 93013 – DIR#1000003	428 – Lic.#494283 (C-10) – Phone: 805.684	.1010 - Fax: 805.684.2260

Blum & Sons Electric. Inc.

PROPOSAL#18631R1

November 1, 2024

of defined scope.

 Onsite-Offsite office, storage, lay-down area. Bid is provisioned based on sufficient space required for Blum equipment, on-site trailers, storage containers, and lay-down requirements being provided.

Note:

- Labor costs associated with this quote is valid for thirty days from date listed above.
- Material costs associated with this quote is valid for seven days from the date listed above.
- Normal work hours are Monday-Friday, 7:00am-4:00pm.
- Any impacted schedule beyond the sub-contracts defined project schedule will have associated costs.

Accepted By:	Date	Authorized By:	Page 3 of 4
accepted by	Datc	Tunionzod Dy	



PROPOSAL#18631R1

November 1, 2024

January 1, 2024

Re:

Equipment & Material delays due to current conditions

To Our Customers,

At Blum & Sons Electric, Inc, we are committed to pursuing the completion of our work in a safe, diligent, and reasonable manner during these challenging times. However, we must recognize that there is a strong likelihood we will encounter certain delays as, a result of this pandemic and subsequent "Supply Chain Issues".

As lockdowns have lifted, material demands have skyrocketed. Unfortunately, labor availability and global shortages of materials have combined further contributing to resultant extended lead times, low stock levels, delays in shipping, and cost increases.

Please consider this correspondence our formal notice of potential delay and price escalation in association with material and equipment purchases. Through no fault of our own, these material shortages and Supply Chain issues, are beyond our control, and have severely impacted our ability to supply critical materials. While the challenges brought on by the pandemic are not fully behind us, Blum & Sons Electric, Inc. remains completely committed to our customers' success. We understand that your success is our success, and we are passionate about placing our customers first, each and every day.

As always, the Blum & Sons Electric, Inc. Team appreciates your business.

Sincerely,

Josef W. Blum CEO/CFO

606 Linden Avenue, Carpinteria, CA 93013 (805) 684-1010 Fax (805) 684-2260 Electrical Contracting License #494283 C-10

Accepted By:	Date	Authorized By:	Page 4 of 4

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260

Earthwork

Bid Form Earthwork & Grading Earthwork & Grading Earthwork & Grading	Bidders American Construction Group, Inc Blois Construction, Inc. Bob's Backhoe & Trucking	Bid Status Submitted Did Not Submitt Did Not Submitt	Bid Amount \$1,214,508.00 \$0.00 \$0.00	Notes
Earthwork & Grading	Butch Pope Engineering, Inc.	Did Not Submitt	\$0.00	
Earthwork & Grading	Damar Construction	Submitted	\$456,900.00	Apparent Low Bidder, Added 50k for additional rock and export
Earthwork & Grading	Howard Contracting, Inc. (no SD work	Did Not Submitt	\$0.00	
Earthwork & Grading	JJ Fisher Construction Inc.	Did Not Submitt	\$0.00	
Earthwork & Grading	JPR Land Development	Did Not Submitt	\$0.00	
Earthwork & Grading	Landmark Grading & Paving, Inc. dba	Will Not Bid	\$0.00	
Earthwork & Grading	Michael Bray Construction	Will Not Bid	\$0.00	
Earthwork & Grading	PAPICH CONSTRUCTION INC	Did Not Submitt	\$0.00	
Earthwork & Grading	Post Bros Construction Co.	Did Not Submitt	\$0.00	
Earthwork & Grading	The KYA Group	Did Not Submitt	\$0.00	
Earthwork & Grading	Toro Enterprises	Will Bid	\$547,028.00	



October 25, 2024

Edwards Construction Group

Attn: Robert Perks

RE: Marina West ES

Earthwork Budget Proposal

Robert:

Damar Construction, Inc, is pleased to submit the following proposal for the above referenced project. Our scope of work is as follows:

Scope of Work:

- 1. Proposal is good for 30 calendar days.
- 2. Three moves to complete our scope of work.
- 3. Demo items 1-4, 6-9, and 11-16 only. All utilities (including irrigation) are to be removed by others. It is assumed that the existing play surface is on base, and not concrete.
- 4. Excavate and export excess soil generated by our operations only.
- 5. Overexcavate existing site soil to a depth of 7' below the bottom of the footings.
- 6. Supply and install two (2) flat layers of NX650 geogrid, and one (1) flat layer of 140N filter fabric, along with eighteen (18) inches of ¾" crushed rock at the bottom of the overexcavation beneath the building pads. Recompact existing site soil to establish finished pads.
- 7. Grade pads to +/- 0.10'. We will grade the pad once. Concrete contractor will need to regrade the pad after footings have been installed and prior to the placement of the rat slab.
- 8. Excavate and compact site per grading plan.
- 9. Pricing expressly excluded export of top 12" of subgrade and replacement of the 12" with "very low expansion" material. Lime treatment or cement treatment are also excluded. It is assumed all onsite soils are suitable for reuse in engineered and general fills.
- 10. Return to backfill exterior perimeter of building stem walls and establish subgrade for paved areas.
- 11. Return to establish subgrade for flatwork areas and rough in land areas. Land areas to be left at +/-0.30' for amendments and fine grading by the landscape contractor.
- 12. See "Standard Exclusions" and "Escalation of Costs".

 Mobilization:
 \$6,450.00

 Demolition:
 \$143,100.00

 Rough Grade:
 \$394,320.00

 Fine Grade:
 \$56,130.00

Total= \$600,000

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,

Damar Construction, Inc.

Jason Fiscalini

Estimator / Project Manager

24031-01

Enclosure

Standard Exclusions

- 1. Surveying, engineering, design, bonds, permits, or fees.
- 2. As-builts or mapping of existing improvements or utilities, or adjustment of utilities (pre or post construction).
- 3. Costs for project training, meetings, drug testing, or fingerprinting.
- 4. Sawcutting, double sawcutting, coring or detaching.
- 5. Asphalt demo if it contains petromat, or like materials.
- 6. Demo or removal of light standards, bollard footings, signpost footings, fence post footings, or other miscellaneous items not specifically called out in the scope.
- Tree removals, stump removals, tree trimming, root picking, or hand grading at drip lines.
- 8. Clearing & grubbing includes surface organics only. We exclude any/all organic material beneath the surface.
- 9. Waste management plans.
- 10. Abatement, refrigerant recovery, or handling/disposing of any hazardous materials for demolition work.
- 11. Phasing of work unless it is specifically addressed in scope.
- 12. Soils testing or additional work required by environmental specifications.
- 13. Structural excavation or backfill or backfill of interior walls or footings.
- 14. Overexcavation for retaining walls, screen walls, or other site features not specifically called out in scope above.
- 15. Backfill of retaining walls, waterproofing, or drain pockets.
- 16. Dewatering, "mucking", drying of materials, or pumping of nuisance water or ground water.
- 17. Notching or grading for thickened edges, concrete bands, curbs, mow strips, stairs, slab depressions, swales, or v-ditches. Any additional notching or excavating will need to be cut/cleaned up by the concrete contractor.
- 18. Grading, leveling, or removal of spoils for scaffolding.
- 19. Excavation to top of footing for walls or structures. Excavation will be made to subgrade.
- 20. Backfilling of sidewalks, flatwork, curbs, planters, paving, or other improvements.
- Fine grade of landscape areas, or screening of soils for landscape use. Furnishing or placing of topsoil or amendments.
- 22. SWPPP implementation, monitoring, maintenance, or removal, including gravel entries and rattle plates.
- 23. Slot cutting, shoring, lagging, bracing, or underpinning.
- 24. Handling or disposing of hazardous materials.
- 25. Handling, disposing, or exporting of spoils generated by other trades.
- 26. Potholing, locating, relocating, abandoning, disconnecting or removal of utilities, cesspools, wells, septic tanks, or other buried objects.
- 27. Protection, support, shoring, bracing, or encasing of any existing utilities.
- 28. Tree or vegetation protection or fencing.
- 29. Cost of construction water. Adequate, developed water to be provided on-site.
- 30. Traffic control, signs, flagging, barricades, safety fencing or sweeping.
- 31. Regrading after improvements have been started by others.
- 32. Weed abatement or re-clearing due to the passing of time.
- 33. Regrading due to weather events or damage by others.
- 34. Grading around risers. All risers to be cut below subgrade elevations prior to fine grade beginning.
- 35. Dust control when we are not actively working onsite.
- 36. Stabilization of subgrade or replacement of unsuitable soils. It is assumed that onsite soil can be reused unless otherwise stated in scope. Damar is not responsible for the organic content of soil.
- 37. Soil sterilization or termite control.
- 38. Pre-saturation of subgrade for concrete slabs or other improvements.
- 39. Rock breaking or rock excavation that cannot be completed productively with the onsite equipment.
- 40. Screening/disposal of oversized materials. Screening, picking, or disposal of trash or deleterious materials.
- 41. Construction of, grading for, or removal of crane access or fire truck roads/ramps.
- 42. Air pollution plan, notification, or control.
- 43. Excavation or grading for detention basins, bio-remediation basins, vegetated swales, v-ditches, anchor trenches.
- 44. Supply or installation of piping, gravel, fabric, mulch, or bio media.
- 45. Importing of soil or compaction of soil imported by others.
- 46. Repair of damage by others.
- 47. Additional insurance requirements.
- 48. Off-site demolition or grading. Off-site is defined as anything outside the property line, and or anything out in a public street, sidewalk, alley, etc.
- 49. Mobilization costs <u>do not</u> include added costs for re-routing due to long term highway closures or re-routing. Additional costs will apply as necessary.

Escalation of Costs:

Notwithstanding any other provision in this Contract to the contrary, should Subcontractor's costs for labor, materials, supplies or equipment to complete the Work Subcontractor is obligated to perform pursuant to this Contract increase as a result of a Force Majeure event, as defined herein, Subcontractor shall be entitled to recover the difference between the amount Contractor actually pays and the cost Contractor used when preparing its bid for the Project as evidenced by vendor bids, purchase orders, rental agreements or labor estimates. Subcontractor's ability to recover additional amounts for increased costs, as provided in this provision, shall not preclude Subcontractor from recovering other costs resulting from delays to the critical path of the Project. For purposes of this provision, a Force Majeure event shall include the following:

- A. Severe weather that precludes work on the Project;
- B. Earthquakes in excess of magnitude 5.5 with an epicenter within 25 miles from the project site;
- C. Floods, tidal waves or wildfires;
- D. Government order, regulation or statute stopping work at the project site;
- E. Pandemics or Epidemics;
- F. War:
- G. Terrorist events as determined by the United States Government;
- H. Riots or civil unrest that preclude work on the Project;
- I. Software hacking or malware, including loss of access to the internet cloud;
- J. Labor strikes:
- K. Quotas, tariffs, rationing, hoarding, scarcity, or environmental concerns affecting the ability of Contractor to procure materials or equipment for the Project; and
- L. Loss of access to materials from a single source where no substitute is available and early purchase of materials was not possible.



Proposal and Contract

Toro Enterprises, Inc.

P.O. Box 6285 Oxnard, CA. 93031 P: 805-483-4515

F: 805-483-2001

10/31/2024

www.toroenterprises.com

License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE MARINA WEST ES - GRADING #14810

TO EDWARDS CONSTRUCTION GROUP

Client #	Description	Quantity	U/M	Unit Price	Ext Price
BASE BID	et e e e e e e e e e e e e e e e e e e			*	
1	MOBILIZATION	1.000	EA	\$11,100.00	\$11,100.00
2	PROJECT MANAGEMENT / SUPERVISION / GPS GRADING MODEL	1.000	LS	\$13,400.00	\$13,400.00
3	EXCAVATION / OVER EX	7,985.000	CY	\$ 8.60	\$68,671.00
4	GEOGRID INSTALLATION PER SOILS REPORT	3,755.000	TN	\$ 92.70	\$348,088.50
5	FINISH BUILDING PADS TO +/10'	14,445.000	SF	\$ 0.40	\$5,778.00
6	ROUGH GRADE REMAINING SITE TO +/20'	20,035.000	SF	\$ 0.75	\$15,026.25
7	LOAD & HAUL EXPORT (10CY PER LOAD) PAY ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD	96.000	LD	\$ 373.00	\$35,808.00
			BA	SE BID TOTAL	\$497,871.75
ALTERNAT	ES				
8	DEMOLITION OF EXISTING ASPHALT, CONCRETE FLATWORK	1.000	LS	\$57,600.00	\$57,600.00

	& VEGETATION (EXCLUDES STRUCTURAL DEMO / BUILDING RELOCATION)				
9	LIME TREAT FLATWORK SUBGRADE (12" DEPTH @ 3% LIME) QUALIFICATION ONLY	13,100.000	SF	\$ 4.30	\$56,330.00
10	RIP & DRY OVER OPTIMUM MATERIAL (DAILY RATE)	1.000	DY	\$3,850.00	\$3,850.00
				Grand Total:	\$615,651.75

ESTIMATOR: MATT WHITE

cepted By:
C

STANDARD CONDITIONS

- 1. THE ABOVE PRICES EXPIRE ON 6/1/2025
- 2. THE ABOVE PROPOSAL IS BASED ON CIVIL PLANS DATED 6-17-24 (ECG).
- 3. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
- 4. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE \$8,500.00 EACH
- 5. THE EXPORT LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD SUPPORTED BY TRUCKING TICKETS.
- 6. THE GEOGRID LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE TON SUPPORTED BY WEIGHT TICKETS.
- 7. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
- 8. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
- 9. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
- 10. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
- 11. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
- 12. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.
- 13. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
- 14. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
- 15. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
- 16. ENGINEERING COMPACTION TEST, CONCRETE TESTING, & SUFFICIENT CONCRETE STAKING, INCLUDING A SET OF CURB AND GUTTER AND CROSSGUTTER STAKES TO BE PROVIDED BY OTHERS.
- 17. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
- 18. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
- 19. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
- 20. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

- 1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
- 2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
- 3. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES

- 4. IMPORT
- 5. DEMOLITION OF EXISTING BUILDING AND/OR RELOCATION.
- 6. REMOVAL OF EXISTING UTILITIES.
- 7. REMOVAL OR HANDLING OF HAZARDOUS, TOXIC AND LEAD MATERIALS IS EXCLUDED.
- 8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
- 9. COMPACTION TESTING
- 10. LIQUIDATED DAMAGES
- 11. FINE GRADING FOR IMPROVEMENT WORK.
- 12. EROSION CONTROL
- 13. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
- 14. DEWATERING
- 15. LANDSCAPE RESTORATION
- 16. IRRIGATION RELOCATION
- 17. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.

Fuel & Lubricants Price Escalation:

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (Base Price). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (Base Price).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the Base Price.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- · Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (Base Price) vs. prices at any given date during the life of the project, in which the price exceeds the Base Price plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

Important Bid Note:

- A. Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.
- B. In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.

BID PROPOSAL FINEGRADE/BASE



(818) 926-5697

License No. 1067717 A-C8-C21-Haz

Attn: Ms. Jessica Gregory

Edwards Construction Group (Edwards or Client)

991 Bennett Avenue Arroyo Grande, CA 93420 (805) 335-1161

Proposal No. 24169A October 4, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District - Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

- 1. Provide the following mobilization activities:
 - a. Provide material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
 - Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
 - Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
 - Construction fencing is not included.

SWPPP:

- 2. Furnish/install the following SWPPP Items:
 - a. Gravel bag barriers and inlet protection. ACG to maintain only while onsite. Client to maintain while ACG
 - b. Construction Entrance, SWPPP plans, inspections, weather/rain prep/repair, reporting is not included.

Earthwork (Assumes subgrade is existing to 6" of design):

- 3. Grade/place base/backfill for the following items:
 - a. Swales (v gutter), parking lot concrete subgrade, curbs, trash enclosure, pedestrian walk, landscape/play surface area, asphalt play areas/walkways.
 - b. Excludes excavation/backfill of trenches for utilities.
- 4. Furnish/Place 6" base under asphalt.
- Grade for building slab and excavate for Building Footings. Assumes no utilities other than drains are under the building footprint. Relocation of utilities is not included.

PRICING AND SCHEDULE

Rid Itom	Desription	Quantity	UM	Unit Price	Amount	
Did itelli	Destribution	Qualitity	Oli	Office	Alliount	
1	Earthwork Mobe	1	LS	\$ 11,500.00	\$ 11,500.00	
2	⊠renching	1	LS	\$ 97,735.00	\$ 97,735.00	
3	Grading for Hardscape/Landscape	1	LS	\$ 133,600.00	\$ 133,600.00	
4	6" Base for Sitework	8,475	SF	\$ 6.50	\$ 55,087.50	
5	Building Slabs Grading and Foundation Exc	1	LS	\$ 105,000.00	\$ 105,000.00	

Subtotal \$ 402,922.50

P&P Bond (3%) \$ 12,087.68

Total \$ 415,010.18



Estimated Project Duration: approximately **42 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

NOTES/ASSUMPTIONS/CONDITIONS

- 1. This proposal is based on the partial plans and specifications for Oxnard School District Marnina West Elementary School New Modular Classroom Buildings.
- 2. Work will be done in up to 2 mobilizations.
- 3. Permits, bonds, builders risk insurance, fees and other professional services are not included. P&P bonding rate is 3% and should be added to price if needed.
- 4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
- 5. Sanitary facilities to be provided by Client for ACG use.
- 6. Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.
- 7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
- 8. All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.
- 9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
- 10. Completed concrete to be protected by others after ACG demobilizes.
- 11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
- 12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
- 13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
- 14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
- 15. Level D PPE is included (additional PPE levels are available at an additional charge).
- 16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
- 17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
- 18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
- 19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
- 20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
- 21. Pricing is valid for 30 days.
- 22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough Vice President



Bid Proposal OX/Mass Grading



Attn: Ms. Jessica Gregory

Edwards Construction Group (Edwards or Client) 991 Bennett Avenue Arroyo Grande, CA 93420 (805) 335-1161 Proposal No. 24169CR1 October 8, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) is providing this over-excavation and mass grading proposal based on the plans and specifications, the UES Preliminary Geotechnical Engineering Investigation and Geologic Hazards Evaluation Report dated January 31, 2024, and the email received 10/8/2024 from Brad Edwards allowing re-use of onsite soil.

Over-Excavation/Mass Grading:

- 1. Mobilization: Provide the following mobilization activities:
 - a. Provide material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
 - e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
 - f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
 - g. Construction fencing is not included.
- 2. Excavate up to 10,000 CY under the classroom building per Notes on Sheet AA1.03 and C3.02 (up to and 18" under asphalt/concrete walks/pavement and stockpile onsite for reuse. Price is based on 1,250 CY per day minimum.
 - a. <u>Dewatering, drying of wet soil, and any shoring required is not included.</u> Assumes sloping/benching is achievable as stated on Sheet C1.02 Grading Notes, "all cut slopes shall be investigated both during and after grading by an engineering Geologist to determine if any slope stability problem exists should excavation disclose any Geological hazards or potential geological hazards. The engineering geologist shall recommend necessary treatment to the construction manager for approval."
- 3. Place and compact up to 9,500 CY of onsite stockpiled soil and make pad grade (bottom of slurry slab or surrounding asphalt/concrete subgrade). Based on 600 CY per day minimum.
- 4. Export up to 3,700 tons of soil to a licensed facility. Based on minimum 533 TN exported per day. **If saturated**, add additional \$29 per ton.

Alternate Pricing - Geogrid and Rock:

1. Furnish/place a 2' thick section of 3" minus rock, up to 2,600 tons, with two layers of Tensar 1200 biaxial geogrid and two layers of filter fabric

PRICING AND SCHEDULE

Estimated Project Duration: approximately **45 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.



Bid Item	Desription	Quantity	UM	Unit Price	Ar	Amount	
1	Earthwork Mobe	1	LS	\$ 58,000.00	\$	58,000.00	
2	Excavation	10,000	CY	\$ 9.30	\$	93,000.00	
3	Recompact and Make Subgrade	9,500	CY	\$ 23.00	\$	241,000.00	
4	Export	3,700	TN	\$ 43.00	\$	159,100.00	
Alt 1	Geogrid and 2' Rock Layer	20,000	SF	\$ 16.00	\$	320,000.00	
				Subtotal	\$	871,100.00	
				P&P Bond (3%)		26,133.00	
				Total	\$	897,233.00	

NOTES/ASSUMPTIONS/CONDITIONS

- 1. This proposal is based on the plans and specifications for Oxnard School District Marnina West Elementary School New Modular Classroom Buildings.
- 2. Work will be done in up to 1 mobilization.
- 3. Permits, bonds, builders risk insurance, fees and other professional services are not included. P&P bonding rate is 3% and should be added to price if needed.
- 4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
- 5. Sanitary facilities to be provided by Client for ACG use.
- 6. Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.
- 7. Traffic control, demolition, dewatering, shoring, drying of material, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, and vapor barriers/systems are not included unless specifically included in the scope section above.
- 8. All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.
- 9. Completed concrete to be protected by others after ACG demobilizes.
- 10. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
- 11. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
- 12. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
- 13. Level D PPE is included (additional PPE levels are available at an additional charge).
- 14. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
- 15. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
- 16. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
- 17. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
- 18. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
- 19. Pricing is valid for 30 days.
- 20. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough Vice President



Site Concrete

Bid Fo	rm	Bidders	Bid Status	Bid Amount	Notes
Site C	oncrete	DLR & Associates	Submitted	\$197,300.00	Apparent Low Bidder
Site C	oncrete	DJS Contracting	Submitted	\$197,500.00	
Site C	oncrete	Toro Enterprises	Submitted	\$254,056.00	
Site C	oncrete	Santa Clarita Concrete	Submitted	\$1,077,850.00	Includes Foundations
Site C	oncrete	American Construction Group	Submitted	\$764,855.00	Includes Foundations, Missing Site Concrete Items

DLR Associates DIR # PW-LR-1000924303 LIC # 1092044 1737 E Washington Blvd. Ste 2 Pasadena, CA 91104



Estimate 55624

ADDRESS

EDWARDS CONSTRUCTION

GROUP

DATE 10/18/2024

TOTAL \$197,300.00

SALES REP

RICARDO BARAJAS

ACTIVITY

DESCRIPTION

RATE

AMOUNT

SITE CONCRETE

Marina West Oxnard LLB (PREVAILIN WAGE)

197,300.00

197,300.00T

SITE CONCRETE LABOR AND MATERIAL SCOPE OF WORK \$ 197,300.00

- 1) PREP, FORM AND POUR 4,460SF OF 4" CONCRETE SIDEWALK
- 2) PREP, FORM AND POUR 183LF OF CONCRETE 6" CURB
- 3) PREP, FORM AND POUR 168LF OF CONCRETE GUTTER
- 4) DEEPENED EDGE CONCRETE
- 5) 225LF OF FLUSH CONCRETE CURB
- 6) 15LF OF CONCRETE FLUME
- 7) INSTALL TRUNCATED DOMES
- 8) PREP, FORM AND POUR 162SF OF 6" CONCRETE VEHICULAR
- 9) PRPE, FORM AND POUR 56LF OF CONCRETE TURF HEADER
- 10) MANPOWER
- 11) EQUIPMENT
- 12) PREVAILING WAGE
- 13) SITE SUPERVISION

*EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers

Thank you for your business!

SUBTOTAL TAX 197,300.00

0.00

TOTAL

\$197,300.00

THANK YOU.



4615 Industrial Street Suite # 1G Simi Valley CA 93063 Phone # 805 584-2714 Fax # 805 584-2023 C/L # 776402 DIR#1000012744

Edwards 10/2/24

Reference: Marina West ES – New Modular Classrooms

Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

- 1. The bid item pricing is based on the project in its entirety and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.
- 2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.
- 3. We have the right to mutually agree to the construction schedule.
- 4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a "Fair And Equitable Escalation Clause."

\$10,750.00

Proposal

Modular Building Cast-in-place Concrete: \$662,000.00

Site Work Concrete: \$175,000.00

Trash Enclosure Concrete: \$22,500.00

Inclusions

- 1. Cost and fees for AB219 Legislation.
- 2. Skilled and trained workforce.

Trash Enclosure CMU:

- 3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
- 4. Excavation of new building foundations.
- 5. Supply and installation of concrete reinforcing steel as required.
- 6. Form work as required for new concrete work.
- 7. Form work installation for new stem walls and pilasters.
- 8. Templates as required for reinforcing steel.
- 9. Installation of embeds in concrete (supplied by others).
- 10. Place and finish building pad foundations for (5) 72'x40' modulars with pedestals and poured in place stem walls.
- 11. Place and finish concrete for new 3" sand slurry gopher slab.
- 12. Concrete work for crawl space access vent well.
- 13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
- 14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
- 15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
- 16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
- 17. Installation of 168 lft concrete gutter per note 9 on C1.03.
- 18. Installation of 15 lft concrete flume per note 12 on C1.03.
- 19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
- 20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
- 21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
- 22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
- 23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
- 24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
- 25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
- 26. Installation of control and expansion joints as required in new concrete.
- 27. Curing of new concrete as required.
- 28. Concrete pump placement as required for or scope of work.
- 29. Supply and removal of concrete washout boxes as required for our scope of work.
- 30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

- 1. Supply and installation/setting of poly vents.
- 2. Supply and installation of vapor barrier (plans do not call for it).
- 3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
- 4. Mow curb around new modular buildings.
- 5. Play structure foundations.
- 6. Demolition and sawcut of existing structures.
- 7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
- 8. Compaction of bottom of new foundation and earth sub grade preparation.
- 9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
- 10. Haul off and or export of our earth spoils from site.
- 11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
- 12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
- 13. Dewatering of excavations from surface water, rain water, ground water or seepage.
- 14. Storm water control pollution control.
- 15. Joint sealants (supply and installation).

- 16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
- 17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
- 18. Colored concrete.
- 19. Concrete hardeners or fibers in concrete mix design.
- 20. Water proofing.
- 21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
- 22. Fees for bond and cost of bond if required.
- 23. Building and Site Engineered Survey.
- 24. Construction fencing.
- 25. Traffic control, flag men, and pedestrian control.
- 26. Lane closures, permits and fees, (if required).
- 27. Access (access to our work if needed provide by others).
- 28. Water and power as required for completing our scope of work.
- 29. Precast concrete, GRFC concrete, supply and installation (if required).
- 30. Locating and protection of existing underground utilities.
- 31. Concrete encasement of underground pipes and utilities.
- 32. Concrete work for other trades.

Sincerely, DJS Team



16164 Sierra Highway, Santa Clarita, California 91390 License No. 381605

Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulars 1,1A,2,2A,3

October 30, 2024

Our bond rate: 1%

Our Fed Tax ID: 95-3376896

DIR # 1000002536 Addendums 1-14 noted

\$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

- 1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
- 2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
- Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
- 4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

- 1. 4" PCC pedestrian and vehicular paving on 4" class II base
- 2. 4" Vehicular paving on 6" Class II base where shown on C3.01
- 3. PCC thickened edges at planter areas
- 4. Curb at parking areas
- 5. Pedestrian ramp with truncated domes
- 6. 24" ribbon gutter at East access area
- 7. Concrete flume structure
- 8. Concrete curb around play area perimeter per landscape drawings
- 9. Flush curb at turf area
- 10. Radius flush curbs for 4 tree wells per landscape drawings and details.
- 11. Footing for CMU trash area walls
- 12. Trash area curbs
- 13. Rebar for all items above

Exclusions for this project.

- 1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
- 2. Backfill of the exterior building stem / footings
- 3. Any work required after July 1 labor increases (schedule not provided)
- Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
- Sealing or coatings on slabs or flatwork.
- 6. Repair of existing concrete structures
- Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
- 8. Drain structures and catch basins.
- 9. Light standards or other lighting footings.
- 10. Survey.
- 11. Drypack
- 12. Patch-back for demo'd site paving for new utility trenches.
- 13. Footings for play equipment including ball walls, backstops, or play poles.

Project - Bid Proposal - Pg. 1 of 2

- 14. Water and Power to be supplied by others
- 15. All permits and inspection fees to be paid for by others.
- 16. Bid amount based on 40-hour workweek, Monday through Friday.
- 17 No obstructions.
- 18. Any cure, sealer or hardener on slabs other than that listed above.
- 19. Staining or polishing concrete.
- 20. Protection or clean-up of misc material.
- 21. Shop drawings (if required).
- 22. Any required excavation and recompaction of soils below footings or piers.
- 23. Costs for grades or grading in excess of 1/10th ft.
- Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
- 25. Dewatering of any kind.
- 26. Blockouts or installation of sleeves for other trades.
- 27. Fence, gate post, or misc. sign footings.
- 28. Supply, offload, storage, or inventory of miscellaneous metals.
- 29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
- 30. Welding.
- 31. Testing, inspections, and permits.
- 32. Rough concrete encasement for other trades including thrust blocks.
- 33. Dust control, street sweeping or cleaning.
- 34. Colored concrete other than that listed above.
- 35. Caulking, joint fillers or insulation material.
- 36. Sub drainage systems.
- Protection of concrete surfaces after finishing.
- 38. Lane closure permits, traffic control, flagmen, or barricades.
- 39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
- 40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
- 41. Demolition, drilling, doweling, or reworking of existing structures.
- 42. Temporary protection of our completed work.
- 43. Trash bins.
- 44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
- 45. O&P less than 15% on change orders our overhead already exceeds 15%.
- 46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh

BID PROPOSAL CONCRETE



Attn: Ms. Jessica Gregory

Edwards Construction Group (Edwards or Client) 991 Bennett Avenue Arroyo Grande, CA 93420

(805) 335-1161

Proposal No. 24169B October 4, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

- 1. Provide the following mobilization activities:
 - a. Provide concrete mix designs and material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control, concrete washout, and general housekeeping for American Construction Group's (ACG) scope of work.

Concrete:

- 2. Sidewalk: Form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 3.
- 3. Concrete Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 8
- 4. V-Gutters: Form, furnish/install rebar, furnish/pour/finish v-gutters per Sheet C3.01 Note 9.
- 5. Deep Concrete Edge: Form, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 10.
- 6. Flush Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 11.
- 7. Concrete Flume: Form, furnish/install grating, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 12
- 8. Truncated Domes: Form, furnish/install truncated domes per C3.01 Note 13.
- 9. Vehicle Concrete Paving: form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 14
- 10. Building Foundations: Form, furnish/install rebar, furnish/pour/finish building foundations per Structural Plans (two buildings 144'x40' and one at 72'x40'). Client to provide sill plates for ACG to place.
- 11. Gopher Slab: Form, furnish/pour/finish 2" thick gopher slab under buildings per 8" thick concrete pad Note 19 on Sheets C-3.01.
- 12. Trash Enclosure Footing: Form, furnish/install rebar, furnish/pour/finish concrete footing for trash enclosure footing per detail 10/AA1.05. CMU block wall.in-wall rebar, and fence posts/panels/gates are not included.

PRICING AND SCHEDULE

See next page



Bid Item	Description	Quantity	UM	Unit Price		Amount	
1	Mobilization	1	LS	\$	6,000.00	\$	6,000.00
2	Sidewalk	4,220	SF	\$	12.50	\$	52,750.00
3	6" A Curb	217	LF	\$	70.00	\$	15,190.00
4	V Gutter	170	LF	\$	85.00	\$	14,450.00
5	Deep Concrete Edge	10	LF	\$	87.00	\$	870.00
6	Flush Curb	483	LF	\$	79.00	\$	38,157.00
7	Concrete Flume	15	LF	\$	550.00	\$	8,250.00
8	Truncated Domes	25	SF	\$	115.00	\$	2,875.00
9	Vehicle Concrete Pavement	145	SF	\$	23.00	\$	3,335.00
10	Building Foundations	1	LS	\$	496,000.00	\$	496,000.00
11	3" Slurry Rat Slab under Buildings	1	LS	\$	92,500.00	\$	92,500.00
12	Trash Enclosure Foundation	1	EA	\$	12,200.00	\$	12,200.00
Subtotal						¢	742 577 00

Subtotal \$ 742,577.00

P&P Bond (3%) \$ 22,277.31

Total \$ 764,854.31

Estimated Project Duration: approximately **85 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

NOTES/ASSUMPTIONS/CONDITIONS

- 1. This proposal is based on the partial plans and specifications for Oxnard School District Marnina West Elementary School New Modular Classroom Buildings.
- 2. Work will be done in up to 3 mobilizations
- 3. Permits, bonds, builders risk insurance, fees and other professional services are not included. P&P bonding rate is 3% and should be added to price if needed.
- 4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
- 5. Sanitary facilities to be provided by Client for ACG use.
- 6. Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.
- 7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
- 8. All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.
- 9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
- 10. Completed concrete to be protected by others after ACG demobilizes.
- 11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
- 12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
- 13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
- 14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
- 15. Level D PPE is included (additional PPE levels are available at an additional charge).
- 16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
- 17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
- 18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
- 19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.



- 20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
- 21. Proposal pricing is valid for 30 days.
- 22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough Vice President



Landscaping

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Landscape & Irrigation	Coast Landscaping, Inc	Will Not Bid	\$0.00	
Landscape & Irrigation	Dwayne Brady Landscape Constructi	Did Not Submitt	\$0.00	
Landscape & Irrigation	Elite Landscape Construction, Inc.	Submitted	\$81,600.00	Apparent Low Bidder
Landscape & Irrigation	EQ Landscaping	Did Not Submitt	\$0.00	
Landscape & Irrigation	Griffith Company	Did Not Submitt	\$0.00	
Landscape & Irrigation	J.D. Humann Landscaping Inc.	Will Not Bid	\$0.00	
Landscape & Irrigation	Marina Landscape, Inc.	Submitted	\$120,000.00	
Landscape & Irrigation	Natural Concepts Landscaping	Did Not Submitt	\$0.00	
Landscape & Irrigation	New Generation Landscape	Did Not Submitt	\$0.00	
Landscape & Irrigation	Plowboy Landscapes, Inc.	Will Not Bid	\$0.00	

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of January, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Edwards Construction Group, Inc. which is a contractor licensed by the State of California, with its principal place of business at 2045 Preisker Lane, Suite A, Santa Maria, CA 93454 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marina West Elementary School, located at 2501 Carob Street, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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

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

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

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

SECTION 1. DEFINITIONS

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

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OXNARD SCHOOL DISTRICT

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

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

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

May 4, 2023

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

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

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

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

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

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OXNARD SCHOOL DISTRICT

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SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

January 17, 2024

as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- Contractor shall record the progress of the Project and shall submit monthly written
 progress reports to the District and the Architect including information on the entire
 Project, showing percentages of completion and the number and amounts of proposed
 Extra Work/Modifications and their effect on the construction costs as of the date of
 each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with

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OXNARD SCHOOL DISTRICT

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January 17, 2024

the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Eric Marlow as Project Manager for the Project. So long as Eric Marlow remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution.

 The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

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

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

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OXNARD SCHOOL DISTRICT

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accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with

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OXNARD SCHOOL DISTRICT

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January 17, 2024

respect to the hazardous materials, subject to final written approval by the District.

- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
 - (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
 - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

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SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be - 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

January 17, 2024

binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Edwards Construction Group, Inc. 2045 Preisker Lane, Suite A Santa Maria, CA 93454 Attn: Brad Edwards, President

If to the District:

Oxnard School District 1051 South A Street Oxnard, CA 93030 Attn: Dr. Ana DeGenna, Superintendent

With A copy to:

Emilio Flores, CBO Caldwell Flores Winters, Inc. 521 N. 1st Avenue Arcadia, CA 91006

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

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

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: Boul	By: Lis a Franz
BRAD EDWARDS Title: PRESIDENT	Title: Director, Purchasing
Date: 1/8/2024	Date: 1-26-2024

CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Marina West New PK,

TK and Kindergarten Classroom Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)** to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

2. Professional Constructability Review

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

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3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District,

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.
- 7. Schedule for Pre-Construction Services.
- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: BRAD EDWARDS	By: Lin a. Franz
Title: PRESIDENT	Title: Director, Purchasing
Date: 1/8/2024	Date: 1-26-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Frank Marino	11/2			
Leavitt Coastal Valley Insu	rance Services, Inc	PHONE (805) 925-8607 FAX (A/C, No. Ext): (805) 928-72				
License #0598871		E-MAIL ADDRESS: frank-marino@leavitt.com				
204 E. Enos Dr Suite B		INSURER(S) AFFORDING COVERAGE		NAIC #		
Santa Maria CA	93454	INSURER A: Travelers Indemnity Company	of CT	25682		
INSURED		INSURER B: Travelers Property Casualty	Company of	25674		
Edwards Construction Group	Inc	INSURER C: Colony Insurance Company		39993		
РО Вож 350		INSURER D:				
2		INSURER E :				
Nipomo CA	93444	INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 23/24 Mast	er REVISION NUI	MBER:			

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s
-	X COMMERCIAL GENERAL LIABILITY				*************		EACH OCCURRENCE	\$ 1,000,000
A	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		х	Y	CO-0T843250-TCT-22	7/1/2023	7/1/2024	MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO- JECT LOC			II II			PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Electronic Data Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
_	X ANY AUTO						BODILY INJURY (Per person)	\$
В	ALL OWNED SCHEDULED AUTOS		Y	BA-0T848301-22-26-G	7/1/2023	7/1/2024	BODILY INJURY (Per accident)	\$
1	HIRED AUTOS NON-OWNED AUTOS		=				PROPERTY DAMAGE (Per accident)	\$
	Acros						Medical payments	\$ 5,000
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
В	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 10,000			CUP-0T849346-22-26	7/1/2023	7/1/2024		\$
	WORKERS COMPENSATION						X PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	UB-9N981098	7/1/2023	7/1/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	B RENTED/LEASED EQUIPMENT			QT 630 1T210340 TIL 22	7/1/2023	7/1/2024	LIMIT/DED	\$500,000/1,000
С	C POLLUTION LIABILITY			CSP4279393	6/24/2023	6/24/2024	LIMIT OCC/AGG	\$1m/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named Additional Insured per attached endorsements on a primary and non-contributory basis. Waiver of subrogation applies. 30 day cancellation notice.

RE: Agreement #23-237

Marina West Elementary School 2501 Carob St, Oxnard, CA 93035

CERTIFICATE HOLDER	CANCELLATION			
Oxnard School District 1051 South A Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Oxnard, CA 93030	AUTHORIZED REPRESENTATIVE			
Ĩ	Dan Lillard/FRMARI			

CANCELL ATION

ADDITIONAL COVERAGES									
Ref#	Description Uninsured/Underinsured Motorist BI						Form No.	Edition Date	
Limit 1 1,000,0	00	Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref#	Description Crisis Mana	agement Service		,		Coverage Code	Form No.	Edition Date	
Limit 1 50,000		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref#	Description Schedule re	n ate adjustment				Coverage Code SRA	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium -\$36,084.00		
Ref#	Description Premium d		15			Coverage Code PDIS	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium -\$8,394	.00	
Ref#	Description Expense co			ч		Coverage Code EXCNT	Form No.	Edition Date	
Limit 1		Limit 2 Limit 3 Deductible Amount Deductible Type					Premium \$160.00		
Ref#	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2 Limit 3 Deductible Amount Deductible Type						Premium		
Ref#	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref#	Description	1	~			Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref#	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium		
Ref#	Description					Coverage Code	Form No.	Edition Date	
Limit 1 Limit 2 Limit 3 Deductible Amount Deductible Type Premium									
Ref#	Description					Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
OFADTL	OFADTLCV Copyright 2001, AMS Services, Inc.								

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE -- INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

CA T3 53 02 15

Page 1 of 4

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II — COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE — INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III — PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

PROVISIONS

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II — COVERED
AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV — BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

UMBRELLA ISSUE DATE: 02/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT APPLIES ON A PER PROJECT BASIS SUBJECT TO THE TOTAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following: EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

SCHEDULE OF TOTAL AGGREGATE LIMIT

Total Aggregate Limit

\$ 10,000

PROVISIONS

1. The following is added to Paragraph B. of SECTION III - LIMITS OF INSURANCE:

For damages because of "bodily injury" "property damage", if any and "underlying insurance" applies a separate aggregate limit in the same policy for each "project", other than a productscompleted operations aggregate limit, then the General Aggregate Limit will apply in the same manner as such such "underlying aggregate limit in insurance".

However, we won't pay more than the Total Aggregate Limit shown in the Schedule Of Total Aggregate Limit for the combined total of all damages covered by this policy because of all "bodily injury" or "property damage"

arising out of "projects". For the purposes of determining the applicable General Aggregate Limit, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project". If no entry appears in the Schedule Of Total Aggregate Limit, the Total Aggregate Limit is deemed to be the General Aggregate Limit.

2. The following is added to Paragraph A. of SECTION VI - DEFINITIONS:

"Project" means any area away from any premises, site or location that you rent or lease from others, or own, and at which you are performing operations pursuant to a contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III Limits Of Insurance.
- **b.** The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured Unnamed Subsidiaries
- B. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations

PROVISIONS

A. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- **b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability Railroads
- F. Damage To Premises Rented To You
 - a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED -GOVERNMENTAL ENTITIES -- PERMITS OR
AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

- pharmaceuticals committed by, or with the knowledge or consent of, the insured.
- The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed:

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;

- Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.
- F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

- workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier:
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- An organization, other than a partnership, joint venture or limited liability company, or
- b. A trust;

as indicated in its name or the documents that govern its structure.

- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".
- The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
- Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

- 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s): GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule abo ve:
 - A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 - 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

- Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated Project General Aggregate L imit.
- C. Part 2. of SECTION III LIMITS OF INSURANCE is deleted and rep laced by the following:
 - **2.** The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- **D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

- vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- **E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
 - "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- **F.** The provisions of **SECTION III LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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(2) **Property damage** or **environmental damage** to **your product**, arising out of it or any part of it.

However, subparagraph (1) does not apply to **your products** that are installed as part of **your work** at a **job site**.

IV. DEFENSE

We have the right and duty to defend the insured against a **suit** seeking damages to which this insurance applies. We have no duty to defend the insured against any **claim** or **suit** seeking damages to which this insurance does not apply. Our duty to defend ends when the applicable Limit of Liability has been exhausted by the payment of **loss**. We may, at our discretion, investigate any **pollution condition** or **claim** and settle any **claim** or **suit**. With respect to any **pollution condition** or **claim** we investigate or **suit** we defend, we will pay **legal defense costs**. **Legal defense costs** are in addition to, and do not reduce, the limits of liability.

V. WHO IS AN INSURED

Each of the following is an insured:

- **1.** If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - **d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your volunteer workers, but only while performing duties related to the conduct of your business, or your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers is an insured for:
 - (1) Bodily injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or
- (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

(2) **Property damage** or **environmental damage** to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- **b.** Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- **c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- **d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
- 3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the inception date is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.
- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage for such organization:
 - **a.** Is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - **b.** Applies only if you give us written notice within 90 days after you acquire or form the organization, or before the end of the **policy period**, whichever is earlier;
 - **c.** Is conditioned upon your payment of any additional premium that we charge for such organization;

- d. Is subject to any changes in policy terms, conditions or exclusions that we impose; and
- e. Does not apply to any **bodily injury**, **property damage**, **environmental damage** or **pollution condition** that took place before you acquired or formed the organization.

Unless there is compliance with each of subparagraphs **b.** through **e.** above, there shall be no coverage under this Policy for a newly acquired or formed organization.

5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but only with respect to **bodily injury**, **property damage** or **environmental damage**: (i) arising out of **your work**, including **completed operations**, (ii) caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, and (iii) only for the lesser of the applicable limits of liability set forth in Section VI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract.

The insurance afforded under this paragraph **5**. only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such insured. Furthermore, a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage** or **environmental damage**:

- a. Arising out of any pollution condition that takes place after the equipment lease expires or you cease to be a tenant; or
- **b.** Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lesser of premises, or mortgagee, assignee, or receiver.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims**, **suits**, claimants or insureds, the following limits of liability apply:

- 1. Policy Aggregate Limit
 - The Policy Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under this Policy.
- 2. Contracting Services Pollution Liability Each Pollution Condition Limit
 Subject to Paragraph 1. above, the Contracting Services Pollution Liability Each
 Pollution Condition Limit set forth in Item 3 of the Declarations is the most we will pay for
 all loss arising out of the same, related, continuous or repeated pollution condition(s).
- 3. Environmental Crisis Management Costs Limit
 Subject to Paragraph 1. above, the Environmental Crisis Management Costs Limit set
 forth in Item 3 of the Declarations is the most we will pay for all loss under Coverage B –
 Environmental Crisis Management Costs.

- **d.** That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - **b.** Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- **1.** No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured: or
 - **b.** To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - **a.** Are not payable under the terms of this insurance; or
 - **b.** Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I -COVERAGES. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - **b.** Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

- 1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
- 2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

- The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- 2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
- 3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- Additional premium may become payable when coverage is provided for additional insureds under the provisions of SECTION II – WHO IS AN INSURED.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

- 1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
- 2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

- provide insurance in such country or jurisdiction; or
- **b.** The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- Any trade or economic sanction under any law or regulation of the United States of America; or
- **2.** Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

- 1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- **3.** We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- 1. As if each Named Insured were the only Named Insured; and
- **2.** Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9N981098-23-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)

In accordance with Assembly Bill (AB) 1200 and Government Code Section 3547.5:

"Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction."

Pursuant to this requirement, cost projections for the proposed agreement between the District and the California School Employees Association (CSEA) are presented for the Board's review and information.

The Ventura County Office of Education has reviewed and affirmed that the terms of the proposed agreement would allow the District to meet its financial obligations and maintain fiscal solvency.

Summary of Agreement Provisions:

- 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024.
- New longevity step added for employees beginning their 30th year of service with the District, effective July 1, 2025.
- Permanent increase of \$545.00 to the District health and welfare cap, bringing the new cap to \$15,458, effective July 1, 2025.
- For the 2025–26 fiscal year, a temporary increase of \$1,829.00 will be added to the District cap for health and welfare benefits.

FISCAL IMPACT:

Total fiscal impact

- Fiscal year 2024-2025 \$1,107,499.00 paid from General Fund
- Fiscal year 2025-2026 \$1,205,992.00 paid from General Fund

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services that the Board accept the Disclosure of Collective Bargaining Agreement form for CSEA as presented.

ADDITIONAL MATERIALS:

Attached: Letter from Ventura County Office of Education (1 page)

Disclosure of Collective Bargaining Agreement with CSEA (5 pages)



ventura county office of education

Dr. César Morales, County Superintendent of Schools

April 9, 2025

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

Dear Dr. DeGenna:

Ventura County Office of Education (VCOE) has reviewed the Disclosure of Collective Bargaining Agreement for the California School Employees Association (CSEA), bargaining unit dated March 31, 2025. The County Office assesses and comments on the financial impact of the proposed agreement and whether it will allow the district to meet its financial obligations in the current and subsequent fiscal years (Government Code Section 3547.5).

Based upon the data presented, it appears that the terms of the tentative agreement would allow the district to meet its financial obligations. It is important to remember that budget assumptions will change over time, and those changes could impact the agreement's effect on the financial condition of the district.

Sincerely,

Dr. César Morales

Ventura County Superintendent of Schools

cc:

Patricia Nunez, Oxnard School District

Misty Key, Ventura County Office of Education Danni Brook, Ventura County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oxnard School District			
Name of Bargaining Unit:	California School Employees Association			
The proposed agreement of	covers the period:	Employee Type:		
Beginning	:7/1/2024	Certificated:		
Ending	6/30/2025	Classified:	X	
The proposed agreement vat its meeting on:	vill be acted upon by the Governing Board May 21,2025			

A. Proposed Change in Compensation:

					Fiscal Impa		of Proposed		
		Cost Prior				For Multi-year			
			o Proposed	С	urrent Year		Year 2		Year 3
	Compensation	_	Agreement		2024-25		2025-26		2026-27
 	Colomi Cohodulo Ingranca //Degraces	ļ,	40 245 775	φ.	006.246	Φ		φ	
'-	Salary Schedule - Increase/(Decrease)	\$	40,315,775	Ф	806,316 2.00%	Ф	%	\$	%
		+			2.00%		70		70
2.	Step and Column - Increase/(Decrease) due to			\$		\$		\$	
	movement plus any changes due to settlement.			Ť	%	Ť	%	_	%
	, ,								
3.	Other Compensation - Increase/(Decrease)			\$		\$		\$	
	(Stipends, Bonuses, Etc)				%		%		%
∥ 4.	Statutory Benefits - Increase/(Decrease) in	\$	15,059,151	\$	301,183	\$	0.4	\$	0/
 	STRS, PERS, FICA, WC, UI, Medicare, etc.	-			2.00%		%		%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$		\$		\$	1 205 002	¢	
∥ 5.		Ψ		φ	%	φ	1,205,992	φ	%
		+			70				70
6.	Total Compensation - Increase/(Decrease)	\$	55,374,926	\$	1,107,499	\$	1,205,992	\$	
	(Total Lines 1-5)	Ė	,,-		2.00%	•	2.18%		%
	,								
7.	Total Number (FTE) of Represented Employees	#	837	#	837	#	508	#	837
		1.							
8.	Total Compensation Cost for Average Employee	\$	66,159	\$	1,323	\$	2,374	\$	0/
	Increase/(Decrease) (Line 6/Line 7)	+			2.00%		3.59%		%
00	Certificated Teacher's Salary (Excluding Benefits)								
Ja.	-Minimum Daily Rate	\$	326	¢	333	\$		\$	
	minimum buny rate	۳	320	Ψ	2.00%	Ψ	%	Ψ	%
	-Maximum Daily Rate	\$	708	\$	722	\$,,,	\$	
				Ė	2.00%		%	Ė	%
	-Substitute Daily Rate	\$		\$		\$		\$	
					%		%		%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$		\$		\$		\$	
	District Ocat Assessed HOW D. Ct.			Φ.		Φ		_	
	- District Cost Annual H&W Benefit amount per FTE	\$		\$		\$		\$	
	Current Negetiated HSW Can amount nor ETE	Φ.		\$		Ф		Ф	
l	- Current Negotiated H&W Cap amount per FTE	\$		Φ		\$		\$	

Please include comments and explanations as necessary:

Settlement is for 2% on-schedule, on-going salary increase retro to July 1, 2024. New Longevity Step:

A new longevity step to start at the beginning of 30 years of service with the District. An increase of \$545 to the district cap - new cap \$15,458 starting July 1, 2025. For the 2025-26 fiscal year, there will be a temporary increase of \$1,829 to the district's cap for health and welfare benefits. For the 2026–27 fiscal year, the temporary increase will be reevaluated based on how many employees opt out of health and welfare coverage. However, for the purposes of the DCBA, we will assume the same amount remains in effect.

В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):
	n/a
C.	What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.): n/a
D.	What contingency language is included in the proposed agreement? (reopeners, etc.): n/a
E.	Will this agreement create, increase, or decrease deficit financing in the current or future years? Increase in deficit
F.	Source of Funding for the Proposed Agreement: 1. Current Year:
	Combination of LCFF and Restricted Resources.
	2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? Combination of LCFF and Restricted Resources
	3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):
	Combination of LCFF and Restricted Resources

Page 2 **202**

	(Col. 1) Latest Board Approved Budget Before Settlement As of 3/19/2025	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	194,899,130	0	0	194,899,130
Remaining Revenues (8100-8799)	75,541,686	0	0	75,541,686
TOTAL REVENUES	270,440,816	0	0	270,440,816
EXPENDITURES				
1000 Certificated Salaries	115,084,783	0	1,942,040	117,026,823
2000 Classified Salaries	48,044,438	806,316	245,490	49,096,244
3000 Employees' Benefits	65,683,356	301,183	517,025	66,501,564
4000 Books and Supplies	14,885,579	0	0	14,885,579
5000 Services and Operating Expenses	79,439,517	0	0	79,439,517
6000 Capital Outlay	3,797,756	0	0	3,797,756
7100-7499 Other	2,142,271	0	0	2,142,271
TOTAL EXPENDITURES	329,077,700	1,107,499	2,704,555	332,889,754
OPERATING SURPLUS (DEFICIT)	(58,636,884)	(1,107,499)	(2,704,555)	(62,448,938)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(58,636,884)	(1,107,499)	(2,704,555)	(62,448,938)
BEGINNING BALANCE	146,947,417	0	0	146,947,417
CURRENT YEAR ENDING BALANCE	88,310,533	(1,107,499)	(2,704,555)	84,498,480
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	29,523,060	(519,565)	(431,035)	28,572,460
Committed (9750 / 9760)	3,768,550	0	0	3,768,550
Assigned (9780)	21,991,154	(698,683)	(2,273,520)	19,018,951
Reserve for Economic Uncertainties (9789)	32,907,769	110,750	0	33,018,519
Unappropriated Amounts (9790)	0	(0)	0	(0)

^{*} If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Oxnara School District	Multi-Year Projections				
	(Col. 1) 2024-25 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2025-26	(Col. 3) Budget Year 2 2026-27		
REVENUES					
LCFF Revenues (8010-8099)	194,899,130	194,882,751	196,340,967		
Remaining Revenues (8100-8799)	75,541,686	73,181,921	74,120,930		
TOTAL REVENUES	270,440,816	268,064,672	270,461,897		
EXPENDITURES					
1000 Certificated Salaries	117,026,823	115,569,044	112,524,976		
2000 Classified Salaries	49,096,244	49,626,189	49,568,953		
3000 Employees' Benefits	66,501,564	65,873,346	67,079,338		
4000 Books and Supplies	14,885,579	11,850,754	11,850,754		
5000 Services and Operating Expenses	79,439,517	48,667,871	48,667,871		
6000 Capital Outlay	3,797,756	754,897	754,897		
7100-7499 Other	2,142,271	2,142,271	2,142,271		
TOTAL EXPENDITURES	332,889,754	294,484,372	292,589,060		
OPERATING SURPLUS (DEFICIT)	(62,448,938)	(26,419,700)	(22,127,163)		
OTHER SOURCES AND TRANSFERS IN	0	0	0		
OTHER USES AND TRANSFERS OUT	0	0	0		
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(62,448,938)	(26,419,700)	(22,127,163)		
BEGINNING BALANCE	146,947,417	84,498,480	58,078,780		
CURRENT YEAR ENDING BALANCE	84,498,480	58,078,780	35,951,617		
COMPONENTS OF ENDING BALANCE					
Non-spendable (9711-9719)	120,000	120,000	120,000		
Restricted (9740)	28,572,460	28,572,460	24,286,591		
Committed (9750 / 9760)	3,768,550	3,768,550			
Assigned (9780)	19,018,951	1,987,738			
Reserve for Economic Uncertainties (9789)	33,018,519	23,630,032	11,545,026		
Unappropriated Amounts (9790)	(0)	(0)	(0)		

Multi-Year Projections Assumptions:

Page 4 204

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

	1. State Reserve Standard		((amounts from page 4)			
	1. State Reserve Standard		2024-25		2025-26		2026-27
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	332,889,754	\$	294,484,372	\$	292,589,060
b.	State Standard Minimum Reserve Percentage for this District		3%		3%		3%
C.	State Standard Minimum Reserve Amount for this District	\$	9,986,693	\$	8,834,531	\$	8,777,672
	(Line 1 times Line 2 or \$80,000 for a district with less than 1,001 ADA)						

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2024-25	2025-26	2026-27
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 33,018,519 \$	23,630,032 \$	11,545,026
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0 \$	0 \$	0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0 \$	0 \$	0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0 \$	0 \$	0
e. Total District Budgeted Unrestricted Reserves	\$ 33,018,519 \$	23,630,032 \$	11,545,026

3.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0 \$	0 \$	0
ı.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0 \$	0 \$	0
€.	Total District Budgeted Unrestricted Reserves	\$ 33,018,519 \$	23,630,032 \$	11,545,026
	3. Do Unrestricted reserves meet the state standard minimum reserve amount? X Yes			

0 1.4.	

н.	Certification		
	and is submitted to the Govern	locument summarizes the financial implication ing Board for public disclosure of the major Ince with the requirements of AB1200 and G.C	provisions in the agreement
	We hereby certify that the costs incurred by the sch	ool district under this agreement can be met	by the district during the term of the agreement.
	District Superintendent (Signature)	Dr. Anabolena DeGenna Printed Name	03-31-2025 Date
	District Chief Business Official Director of Fiscal Services (Signature)	Patricia Núñez Printed Name	3/31/2025 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Setting of Date for Public Hearing – Oxnard School District 2025-2026 Proposed Budget (Núñez)

It is appropriate that the Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Proposed Budget.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services that the Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Proposed Budget.

ADDITIONAL MATERIALS:

Attached: Notice of Public Hearing, English (1 page)

Notice of Public Hearing, Spanish (1 page)



OXNARD SCHOOL DISTRICT

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

PUBLIC HEARING NOTICE

Oxnard School District 2025-2026 Proposed Budget

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on 2025-2026 Proposed Budget at a regular meeting of the Board of Trustees on June 4, 2025 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the 2025-2026 Proposed Budget.

The 2025-2026 Proposed Budget is available for review from May 30 to June 4, 2025, at the District's administrative office located at 1051 South A Street, Oxnard, CA 93030 during normal business hours. Any questions regarding concerning this matter should be directed to Patricia Núñez, Director of Fiscal Services at (805) 385-1501, ext. 2455.



DISTRITO ESCOLAR DE OXNARD

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

NOTIFICACIÓN DE AUDIENCIA PÚBLICA

Distrito Escolar de Oxnard Presupuesto Propuesto 2025-2026

POR ESTE MEDIO SE NOTIFICA que el Distrito Escolar de Oxnard llevará a cabo una audiencia pública sobre el Presupuesto Propuesto 2025-2026 en una reunión ordinaria del Consejo Directivo el 4 de junio de 2025 a las 7:00 p. m., o posteriormente a esta hora tan pronto este asunto pueda ser visto en la Sala de Reuniones del Consejo en el Centro de Servicios Educativos sito en el 1051 de South A Street, Oxnard, CA 93030.

SE NOTIFICA TAMBIÉN que a continuación de la Audiencia Pública, el Consejo Directivo del Distrito Escolar de Oxnard considerará la adopción del Presupuesto Propuesto 2025-2026.

El Presupuesto Propuesto 2025-2026 está disponible para su revisión del 30 de mayo al 4 de junio de 2025, en las oficinas administrativas del Distrito, localizadas en el 1051 de South A Street, Oxnard, CA 93030 en el horario de trabajo regular. Cualquier pregunta con respecto a este asunto deberá dirigirse a la Sra. Patricia Núñez, Directora de Servicios Fiscales llamando al (805) 385-1501, anexo 2455.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Request for Approval of Out-of-State Conference Attendance (Núñez/Corona)

The Board's approval is requested for Kimberly Andersen, Child Nutrition Operations Specialist, to attend the School Nutrition Association's 2025 Annual National Conference, July 13-15, 2025, in San Antonio, Texas. The conference provides valuable insights into enhancing our district's child nutrition programs while optimizing available resources to ensure we continue offering the best healthy meal options for our students during these challenging times, and offers opportunities to network with other child nutrition professionals. Additionally, attending the conference will fulfill the annual training hours required for USDA Professional Standards.

FISCAL IMPACT:

Not to exceed \$2,400.00, to be paid out of Child Nutrition Funds.

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve out-of-state conference attendance for Kimberly Andersen, Child Nutrition Operations Specialist, to attend the School Nutrition Association's 2025 Annual National Conference, July 13-15, 2025, in San Antonio, Texas, in the amount not to exceed \$2,400.00, to be paid out of Child Nutrition Funds.

ADDITIONAL MATERIALS:

Attached: Conference Information (8 pages)

Contact Us (https://anc.schoolnutrition.org/contact-us/)

K3ElyzMfiQFiSGnMTJnvWZdQnklarhUFZ5ArY9UJIKVDnQaxXGRL7JVGL-FNJcm6Lhp8V-Kxe0-SadvOsDlzOsQl=&original_referer=&sessionRedirect=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fschool-

nutrition-association) (https://www.youtube.com/@SchoolNutritionAssociation) (

(https://www.instagram.com/powerofschoolmeals/)





(https://anc.schoolnutrition.org/)

About





Download Free Posters for Your Schools!





(https://anc.schoolnutrition.org/ads/mwsl-housead-leaderboard/)

Why Attend

Powerful. Electrifying. Vibrant.

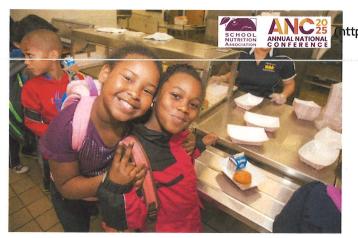
These are some of the words attendees use to describe the School Nutrition Association Annual National Conference (ANC), a three-day event attended by 6,500+ school nutrition professionals every July. With 120+ education sessions, 900+ exhibit booths, and a host of networking events, it is known as the School Nutrition Event of the Year.

Learn More About the Program (/program/)



About SNA

The School Nutrition Association (SNA) is the professional national organization representing 50,000+ K-12 foodservice acking technologies described in our privacy policy (/privacty-operators, industry partners and state agency representatives



nutrition professionals in support of our vision that every student attps://anc.schoolnutrition.org/)
has access to nutritious meals at school, ensuring their optimal health and well-being.

Learn More About SNA (https://schoolnutrition.org/about-us/)

Make the Case to Attend ANC 25

The countdown to SNA's 2025 Annual National Conference (ANC) has begun. You know all the great reasons to attend the "School Nutrition Event of the Year," but perhaps you're not sure how to convince your supervisor. Customize this "Dear Supervisor" letter that acknowledges tight budgets and emphasizes ANC as a fantastic return on investment.

Get the Letter (https://anc.schoolnutrition.org/wp-content/uploads/2024/08/ANC25-Supervisor-Letter.doc)





FAQs

Get answers to your most frequently asked questions about the when, where, what and who of the Annual National Conference, including how to become a sponsor or exhibitor.

See Our FAQs (/about/faqs/)

(https://www.linkedin.com/authwall?trk=bf&trkInfc % Contact Us (https://anc.schoolnutrition.org/contact-us/) K3ElyzMfiQFiSGnMTJnvWZdQnklarhUFZ5ArY9UJIKVDnQaxXGKL7JVGL-FNJcm6Lhp8V-Kxe0-SadvOsBlzOsQl=&original_referer=&sessionRedirect=https///3A//2F%2Fwww.linkedin.com///2Fcompany///2Fschool-

nutrition-association) (https://www.youtube.com/@SchoolNutritionAssociation) (

(https://www.instagram.com/powerofschoolmeals/)





(https://anc.schoolnutrition.org/)

Program

Our Program

Expect innovative approaches and dynamic ideas you can learn from, create, and replicate to reimagine your school nutrition operations. More than 120 education sessions will cover the four Key Areas of Nutrition, Operations, Administration and Communications & Marketing.





Schedule at a Glance

Get a feel for the flow of the By continuing to his every different to the control of control of the control of out your days by glancing through the schedule, day by day.



Pre-Conference Workshops

Make the most of your time at the pre-con there are many to



General Session Keynotes

These are the can't-miss, biggest l'Agree attended by thousands and

featuring top-tier speakers that

Learn More

(https://anc.schoolnutrition.org/program/schedule/) Learn More

Learn More

(https://anc.schoolnutrition.org/program/pre{https://anc.schoolnutrition.org/progra conference-workshops/) session-keynotes/)







Education Highlights

What's a Game-Changer? Where can I meet up with my peers? Will there be sessions where we can discuss hot topics? Check out the highlights for answers.

Learn More (https://anc.schoolnutrition.org/program/troudisties-planned for this year's program-highlights/)

Culinary Demonstrations

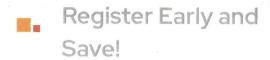
There's nothing more delicious than discovering fresh ways to prepare and serve school meals. Meet with experts who can share culinary secrets and nutrition tips to increase participation at your school. Seating is limited. Check back to learn more details about demos.

Events

From our closing event to a reception for first-timers, there is no shortage of opportunities to connect and make new friends at ANC.

Learn More (https://anc.schoolnutrition.org/progra

Learn More (https://anc.schoolnutrition.org/wpcontent/uploads/2025/03/ANC25-Culinary-Demo-Application.pdf)



General FAQs

When will ANC 2025 be held?

The event will run from **Sunday**, **July 13**, **through Tuesday**, **July 15**, **2025**. Preconference workshops will take place on Saturday, July 12. The Exhibit Hall will be held over two days, Monday, July 14, and Tuesday, July 15.

Sunday, July 13 through Tuesday, July 15. Pre-conference workshops will take place on Saturday, July 12. The exhibit hall will be held over two days, Monday, July 14 and Tuesday, July 15.

Where is the conference taking place?

ANC 2025 will take place at The Henry B.

González Convention Center, San Antonio, Texas.

What can I expect?

Top-tier keynote speakers, a diverse offering of 120+ education sessions featuring the hottest topics in school nutrition led by experts, the largest exhibit hall in K-12 foodservice with 900 booths representing about 300 companies, networking events and closing event entertainment. We project about 3,500 school nutrition operators will attend.

What does registration cost and what does it include?

Visit the ANC25 registration page; full registration provides access to all education sessions, the exhibit hall, SNA networking events, and closing event entertainment. Early bird discounts are available.

How many CEUs can I earn?

Participants will earn 13.5 CEUs for the live event. Additional CEUs can be earned for those who pre-register for preconference workshops taking place on Saturday, July 12.

Can you tell me more about the Key Areas and Professional Standards?

Every education session at ANC falls under one of four Key Areas. These are designed to help you choose training that best meets your professional needs. In 2015, USDA established minimum Professional Standards for annual training for school nutrition professionals, which must be in any, some, or all 4 of the Key Areas.

How do I know what sessions to count for Professional Standards annual training?

A specific education/professional development plan and suggested areas of concentration should be determined with your supervisor or manager. If you and your manager agree on what sessions you will attend, you should be able to meet your annual training hours for 2025-2026 at ANC.

Do sessions count for Professional Standards and the SNA Certificate program?

Yes, all sessions that have a code listed on the training tracker grid count for professional standards AND the SNA Certificate and Credentialing programs. Both programs are aligned with USDA Professional Standards.

Does SNA track my CEUs?

SNA updates each person's CEU (Continuing Education Units) record with the preapproved number of CEUs for this meeting after the conference ends. SNA members will see the number of CEUs earned and recorded in SNA's database by going to SNA's website www.schoolnutrition.org and logging into *My Account a*nd going to *My Record*. The number of preapproved CEUs that will be awarded for ANC 2025 is 13.5. This exceeds the number of annual training hours required for Professional Standards.

Where can I get my certificate of completion for the pre-conference sessions?

We do not provide certificates of completion for SNA sessions. It will, however, appear on your online transcript in approximately six weeks. For your own records, you can also use the ANC 2025 training tracker grid to track any pre-conference sessions you attended. RDNs and NDTRs can no longer pick up their certificates from the member services booth. According to the Commission of Dietetic Registration, the electronic training tracker grid is sufficient evidence for RDNs/NDTRs' Activity Log.



Schedule at a Glance

Friday, July 11

2:00 pm - 6:00 pm Registration

Saturday, July 12

7:00 am – 5:00 pm Registration

8:00 am – 5:00 pm Pre-Conference Workshops (Registration required)

1:00 pm – 4:00 pm Delegate Assembly

1:00 pm – 5:00 pm SNS Credentialing Exam (Registration required)

4:00 pm – 5:30 pm State Presidents & President-Elects Meeting

Sunday, July 13

7:00 am – 5:00 pm Registration

8:00 am – 9:00 am Education Sessions and District

Directors (Supervisors Section Meetin

Directors/Supervisors Section Meeting

9:15 am – 10:15 am Education Sessions & Major City

Directors/Supervisors Section Meeting

10:30 am - 11:30 am Education Sessions & First-Timers Session

10:30 am - 11:30 am Culinary Demo

11:45 am - 1:00 pm Free Time for Lunch

1:00 pm - 2:30 pm 90-minute Education Sessions & Josephine Martin

Leadership Series; Culinary Skills Lab

2:45 pm - 3:15 pm 30-minute Learning Bursts

3:30 pm - 5:00 pm Opening General Session: Magie Cook

Monday, July 14	
7:30 am – 9:00 am	Exhibitor Sign-up for ANC 2026
7:00 am – 5:00 pm	Registration
7:30 am – 9:00 am	Star Club Breakfast (Invitation only)
8:00 am – 9:00 am	Culinary Demo
8:00 am – 9:00 am	60-minute Education Sessions
9:30 am – 2:30 pm	Exhibit Hall
9:15 am - 2:15 pm	SNF Match Game on Exhibit Floor
12:00 pm – 2:00 pm	State Agency Section Meeting: USDA Update for State Agencies
3:00 pm – 5:00 pm	Exhibitor Sign-up for 2026
2:45 pm – 3:45 pm	60-minute Education Sessions
2:45 pm - 3:45 pm	Culinary Demo
4:00 pm – 5:00 pm	60-minute Education Sessions
Tuesday, July 15	
7:30 am – 9:30 am	Exhibitor Sign-up for ANC 2026
7:00 am – 12:00 pm	Registration
8:00 am – 9:15 am	Closing General Session: Jia Jong
9:15 am – 9:45 am	Book signing with Jia Jong
9:15 am – 12:30 pm	Exhibit Hall-Directors Only (Director Membership required)
9:45 am – 10:45 am	Employee/Manager Section Meeting
9:45 am – 10:45 am	60-minute Education Sessions
11:00 am – 12:00 pm	60-minute Education Sessions
11:00 am – 12:00 pm	Culinary Skills Lab
12:30 pm – 2:30 pm	Exhibit Hall
2:30 pm – 3:30 pm	Exhibitor Sign-Up for 2026
2:45 pm – 3:15 pm	30-minute Learning Bursts
3:30 pm – 4:30 pm	Culinary Demo

60-minute Education Sessions

Closing Event: LOCASH

3:30 pm - 4:30 pm

7:30 pm – 10:00 pm

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Consent Agenda

Selection of Vendors for Child Nutrition Program (Núñez/Corona)

The Oxnard School District's Department of Child Nutrition Services is making recommendations for vendor selection for the 2025-26 school year. The selected vendors have a history of providing high-quality products and services to the district.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2025-26 school year.

ADDITIONAL MATERIALS:

Attached: Memo re: Selection of Vendors (1 page)



OXNARD SCHOOL DISTRICT

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

CHILD NUTRITION SERVICES

To: Patricia Núñez, Director of Fiscal Services

From: Jason Corona, Director of Child Nutrition Services

Date: May 21, 2025

RE: Selection of Vendors for Child Nutrition Services, 2025-26 School Year

Oxnard School District's Child Nutrition Services Department is making recommendations for vendor selections for the 2025-26 school year. The selected vendors have a history of providing high-quality products and services to the district.

Food and Grocery Products - BID/RFP#: 23-CNS-001

The recommended vendors are Sysco and Gold Star Foods for selected Food and Grocery items. Sysco and Gold Star Foods were selected as the responsive, responsible bidders through a competitive bid conducted by Oxnard School District for Food and Grocery Goods. The Bid/RFP has been rolled over since the 2023-24 school year and is in the final year eligible to be rolled over.

Fresh Bread and Bakery Goods – BID/RFP#: 23-CNS-002

The recommended vendors are Tri County Bread and Gold Star Foods for selected Fresh Bread and Bakery items. Tri County Bread and Gold Star Foods were selected as the responsive, responsible bidders through a competitive bid conducted by Oxnard School District for fresh bread and bakery goods. The Bid/RFP has been rolled over since the 2023-24 school year and is in the final year eligible to be rolled over.

Fresh Produce Products - BID/RFP#: 23-CNS-003

The recommended vendor is The Berry Man. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFP conducted by Oxnard School District for Fresh Produce Products. The Bid/RFP has been rolled over since the 2023-24 school year and is in the final year eligible to be rolled over.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Oxnard School District will utilize a piggyback option offered through Ventura Unified School District RFP: FNS2-24 for the 2025-26 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement #24-227, Miranda Insights LLC. (Fox)

Miranda insights LLC. will provide support in data-informed decision-making and strengthen collaboration with educational partners, Miranda Insights will offer the following comprehensive services:

- Advanced Analytics: Utilize predictive modeling, machine learning, clustering, probability, and correlation analyses to uncover insights.
- Data Infrastructure: Develop custom databases, integrate diverse data sources, and manage ETL processes for seamless data flow.
- Research & Evaluation: Conduct in-depth studies, trend analyses, and comparative evaluations to support strategic initiatives.
- Reporting & Visualization: Deliver executive-level reports with interactive visuals, available in presentation, report, or web formats.
- Dedicated Support: Provide priority assistance through scheduled in-person or virtual consultations.
- Secure Access: Host all materials—reports, dashboards, presentations, and APIs—on a personalized, password-protected webpage.

Terms of Agreement: June 2, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$40,000.00 – LCFF Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-227 with Miranda Insights LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #24-227, Miranda Insights LLC (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 Nu	umber
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individuall	by and between the OXNARD, (hereinafter y as a "Party" and collectively as the "Parties."
Provider	Telephone Nun	nber
Street Address	E-mail Address	<u> </u>
City, State, Zip code	Tax Identificati	on or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHMI	ENT 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.

VCSSFA Rev. 6/20/2023 221

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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;
 - 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

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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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			
Oxnard School District			
Director, Purchasing	Signature	Date	

Formal Proposal of Work

By: Miranda Insights LLC For: Oxnard School District

Dear Oxnard School District.

I am pleased to submit this proposal for data consulting, research, and technical support services to the Oxnard School District. My goal is to support the district's strategic objectives through evidence-based insights, clear communication of data, and user-friendly access to findings that inform decision-making and student success.

Scope of Services

1. Data Consulting Services

I will support the Oxnard School District with a full range of data-related services, including:

- **Data Analysis:** Statistical analysis of student performance, program outcomes, and educational trends
- **Data Science:** Advanced modeling, predictive analytics, and data-driven solutions to support academic interventions.
- **Data Collection:** Structuring, organizing, and collecting data from internal and external sources.
- **Reporting and Presentations:** Clear, accessible, and visually engaging reports and presentations to share findings with stakeholders.

2. Research Services

In support of continuous improvement and equity-driven strategies, I will conduct both applied and primary research, including:

- **Intervention Methods:** Research and analysis of academic intervention strategies proven to improve outcomes for student subgroups.
- **Disparity Analysis:** Investigation into disparities in academic outcomes such as location of residency, income, language proficiency, and other demographic factors.
- **Program Effectiveness:** Design and execution of primary research (e.g., surveys, interviews, focus groups) to evaluate the effectiveness of student support programs.

3. Dashboard Creation

To promote real-time and interactive engagement with data, I will design and develop:

• **Interactive Dashboards:** Dynamic dashboards with filtering capabilities that visualize student outcomes, performance trends, and program impact.

• **Custom Visual Tools:** Dashboards can be embedded within webpages or used as standalone resources. Designed for intuitive use by educators, administrators, and district leaders.

4. Website Hosting

To facilitate ongoing access to reports, dashboards, and research materials, I will provide:

- **Password-Protected Web Portal:** A secure, customized webpage where district staff can access all completed deliverables.
- **Customization Options:** The portal's design and structure can be tailored to align with the district's branding and user needs.

Project Timeline and Deliverables

All services can be provided on a project-by-project basis or through an ongoing partnership. A detailed timeline, including milestones and deliverables, will be developed in collaboration with the district based on the scope and urgency of each request.

Pricing and Contract Terms

Pricing for services will be proposed based on the scope and complexity of each individual project. I am happy to provide a detailed estimate or work under a monthly retainer model, depending on the district's preferences. The hourly proposed rate was \$100 per hour and the monthly proposed rate was \$9,000 per month.

Conclusion

I am committed to supporting Oxnard School District's mission to improve student outcomes through data-informed practices. I look forward to the opportunity to collaborate and contribute to your efforts with impactful, actionable, and transparent data solutions.

Please feel free to contact me at (805) 797-7483 or kmiranda@mirandainsights.com with any questions or to schedule a meeting.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-228 - Total Compensation Systems, Inc. (Nuñez)

Total Compensation Systems, Inc. will provide annual actuarial services in compliance with the Governmental Accounting Standards Board 75 (GASB 75) requirements.

The cost includes:

\$10,800.00 - 2024/25 Full valuation fee

\$5,400.00 - 2025/26 Roll forward valuation fee

\$3,000.00 - Miscellaneous travel and printing expenses

Term of Agreement: May 22, 2025 through December 31, 2026

FISCAL IMPACT:

\$19,200.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Director, Fiscal Services, that the Board of Trustees approve Agreement #24-228 with Total Compensation Systems, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #24-228, Total Compensation Systems (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 N	(umber
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provide	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter ly as a "Party" and collectively as the "Parties."
Provider	Telephone Nu	mber
Street Address	E-mail Addres	s
City, State, Zip code	Tax Identificat	tion or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	IENT 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.

VCSSFA Rev. 6/20/2023 228

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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;
 - 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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			
Oxnard School District			
Director, Purchasing	Signature	Date	

TCS Total Compensation Systems, Inc.

April 10, 2025

Patty Nunez
Data requests
Oxnard School District
1051 S A St
Oxnard, CA 93030-7442

Dear Patty,

This letter is our proposal for continued GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2025 as well as an anticipated roll-forward valuation as of June 30, 2026.

Fees and Our 10% Discount

To confidently schedule existing clients, we provide an incentive for clients who make a commitment in advance of the valuation date. To reserve a place in our schedule, please send the signed contract and non-refundable deposit of one-half of the full valuation fee by June 15, 2025. By reserving a spot, Oxnard School District is guaranteed a valuation slot and is prioritized over our other clients that didn't reserve one.

We apply a 10% discount to the full valuation fee as well as to the subsequent roll-forward valuation fee for those who reserve a spot by June 15, 2025. This means that, to reserve a spot, we must receive the signed contract and a check for \$5,400 (one half of the \$10,800 shown below) by June 15, 2025. The following table shows our fees for the GASB 74/75 valuations:

	GASB 74/75 without Discount	GASB 74/75 with 10% Discount
Full Valuation Fee	\$12,000	\$10,800
Roll-Forward Valuation Fee for 2 nd Year	\$6,000	\$5,400

Our fees are generally all-inclusive without additional charges for phone calls, re-work, or additional information. Because the vast majority of our clients do not require an in-person meeting or a separate funding valuation, we prefer not to bake those costs into our standard fees. We do not charge to present valuation results via telephone or a video call or to provide an annual contribution target. In the rare cases where an in-person meeting is necessary, we charge based on travel time (to a maximum of \$5,000). Fees for substantial additional funding work are determined based on the scope of the project.

Even if you aren't able to respond until after the discount deadline, we would still be happy to work with you on your GASB 74/75 valuation. It's never too late for us to get started on the valuation.

Second Year Roll-Forward Valuation

As you know, GASB 75 requires a full actuarial valuation at least every two years. Because your last full valuation was performed as of June 30, 2023, you are due for this full valuation as of June 30, 2025. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2026, we will confirm with you prior to performing that work to ensure circumstances have not changed, and that you would still like for us to proceed with the roll-forward valuation.

Timing and Data Requirements

Our records indicate that you will use the results of this June 30, 2025 valuation in your financials for the fiscal year ending June 30, 2025. This means that the valuation will be on a compressed timetable with little room for deviation.

The following timeline shows when the primary items are expected to be provided.

Item	Anticipated Delivery	Responsible Party
Census Data	May-July	Oxnard School District
Asset Information	July-August	Oxnard School District
Audit Report/ACFR	May-July	Oxnard School District
Draft Report	July-October	TCS

Please keep in mind that even for an unfunded plan with no asset information, the valuation relies on interest rate information that cannot be obtained prior to June 30, 2025. Therefore, the valuation cannot be completed until after June 30, 2025.

Please let us know if you have any questions about the above or general questions about retiree health or pension benefits. We would very much appreciate having the opportunity to work with Oxnard School District again this year.

Sincerely,

Geoffrey L. Kischuk

Actuary

gkischuk@totcomp.com

Will Kane Actuary

wkane@totcomp.com

Will Han

Luis Murillo Actuary

lmurillo@totcomp.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #24-229, California State University San Bernardino (Carroll)

California State University San Bernardino agrees to offer the University's student(s) a learning experience centered on student development, aligned with the educational objectives and goals of both the student(s) and the University. This agreement applies to Service Learning, Internships, Field Practicums, and any other comparable programs in which the University assigns students to external organizations as part of their academic requirements.

Term of Agreement: May 22, 2025 through June 30, 2028

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-229 with California State University San Bernardino.

ADDITIONAL MATERIALS:

Attached: Agreement #24-229, California State University San Bernardino (5 Pages)



LEARNING SITE AGREEMENT

This Oxnard School District Agreement ("Agreement") is entered into by and between the Trustees of the California State University (CSU) on behalf of California State University, San Bernardino ("University" or "CSUSB") principally located at 5500 University Parkway, San Bernardino, CA 92407 on May 21, 2025.

and	(Legal Entity Name)
located at	

BACKGROUND: The University Procurement & Contracts Department is requested to execute a substantial number of Learning Site Agreements annually. This Learning Site Agreement is intended to streamline the process by authorizing campus departments to place students at sites where a standardized agreement, containing required general terms and conditions, is already executed and in force. Where neither party requires the standard contract language be modified by additions or deletions, students may be placed without further action from Procurement & Contracts. Program specific requirements not explicitly addressed in this agreement do not automatically necessitate the execution of a supplemental agreement. For example, implicit program administrative requirements, which do not affect the substantive rights of the parties, do not require an amendment or supplemental agreement. Only modifications, which materially change the rights or obligations of the parties, or any revision to, or deviation from, the General Provisions, require both parties authorized signatories to execute an amendment or supplemental agreement.

PURPOSE: University offers degree, certificate, or class specific programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. The term "University Program", includes any college, school, academic or administrative department located at CSUSB or CSUSB-PDC (Palm Desert Campus), governed by the Trustees of the California State University which may offer programs involving practical experience outside the classroom. In order for specific University programs to place students with a Learning Site, a valid Learning Site Agreement must be in place. Execution of a Learning Site Agreement does not automatically grant University the right to place students with Learning Site at any time or place it desires, nor does it promise or ensure that students will be placed at Learning Site. Placement of students at a Learning Site is at the sole discretion of individual University programs so long as Learning Site is willing and able to accommodate students for the requested duration. Prior to any placement, both the specific University program and Learning Site must mutually agree in writing prior to placement, to the scope of the engagement and to any additional program specific requirements not specified herein.

SCOPE: This agreement is intended to cover *Service Learning, Internships, Field Practicums* and any substantially similar program where University places students with an outside entity as part of his or her educational requirements. Each University program is required to maintain program specific standards, tools and goals, which must be communicated with Learning Site prior to placement of students. These requirements may include, but not be limited to risk assessments and site vetting which may or may not include a site visit; and creation of a program specific Learning Plan. This agreement does not delineate any of these responsibilities. Individual programs are required to develop, maintain, and communicate, as necessary, any additional requirements to Learning Site. Specific program requirements may be incorporated into this agreement by reference as necessary, or from time to time by addendum, upon the request of University Program or Learning Site.

In consideration of the mutual promises and conditions set forth below, the University and the Learning Site agree as follows:

I. RIGHTS AND OBLIGATIONS

A. Program Activities

- 1. The Learning Site will provide the University's student(s) with a student-focused learning experience in keeping with the student(s) and the University's learning objectives and goals.
- 2. The Learning Site and the University will meet as necessary to facilitate a mutually beneficial experience for all parties involved, or at the request of any of the parties.
- 3. The University and the Learning Site shall mutually agree to maximum number of students assigned to the Learning Site at any one time for experience in any given semester prior to the student(s) arrival at the Learning Site.

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- 4. The length of the time the student(s) will be assigned to the Learning Site shall be mutually agreed to prior to the student(s) arrival at the Learning Site.
- 5. The University will work closely with the Learning Site to meet the expectations and priorities of the Learning Site as well as the student(s) outcomes.

B. Conflict Resolution and Discipline

- 1. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 2. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

C. Learning Site's Responsibilities

- 1. Identify the student's field instructor (supervisor) who satisfies the University' requirements for this role. The field instructor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours (if required) and give feedback.
- 2. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- 3. Provide each student with a written description of the student's tasks and responsibilities.
- 4. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- 5. Evaluate the quality of student performance in accordance with any program specific requirements mutually agreed to and provided by the University in advance of student(s) arrival.
- 6. Contact the University if the student fails to perform assigned tasks, engages in misconduct, or does not meet the Learning Site's expectations for any reason.
- 7. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- 8. Learning Site retains professional and administrative responsibility for all activity at Learning Site.
- 9. COVID-19 Hazards. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

D. University's Responsibilities

- 1. The University will advise the student(s) of their responsibility to:
 - **a.** Participate in all training required by the Learning Site.
 - **b.** Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - **d.** Abide by the Learning Site's rules and standards of conduct.
 - **e.** Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

II. GENERAL PROVISIONS

A. Term of Agreement - The term of this Agreement shall begin on May 22, 2025 and shall continue for **three (3) years** with a end date of June 30, 2028. Unless otherwise prohibited by law, it shall automatically renew indefinitely (if not terminated sooner in accordance with the termination provisions provided herein) for additional five (5) year terms under the same terms and conditions. Agreements subject to California Education Code Section 17596 shall not exceed five years in total.

BY CHECKING THE FOLLOWING BOX, LEARNING SITE MAY ELECT TO PROVIDE ADVANCE NOTICE OF TERMINATION. ACCORDINGLY, UPON COMPLETION OF THE INITIAL FIVE (5) YEAR TERM THIS AGREEMENT WILL NOT AUTOMATICALLY RENEW \boxtimes

- **B. Termination** Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.
- C. Relationship of Parties Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.

D. Indemnification

- 1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
- 2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.

E. Insurance

- 1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$2,000,000 for each occurrence and \$4,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
- 3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
- 4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
 - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
- 5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.

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- 6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)
 - a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
 - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.
- **F.** Status of Students Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site.
- **G.** Confidentiality of Student Information University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- **H. Health Testing** If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- **I. Background Check/Finger-Printing -** If Learning Site requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- **J. Governing Law** This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- **K. Endorsement** Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- **L.** Assignments This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA) [Applicable to clinical/medical placements only] All of Learning Site's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Learning Site's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.

- O. Locations If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site's management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- **P. Nondiscrimination** Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.

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- **Q. Severability** If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- **R.** Notices Any notices required by this Agreement will be deemed to have been duly given if sent by overnight delivery or by certified mail with return receipt requested to the correct addresses. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE [insert, as the case may be: Learning Site name or CSUSB].
- **S. Program Contacts (Optional)** The below listed program contacts (if any) may have administrative oversight of educational programs related to this agreement. These individuals should be contacted for program administrative matters only. All contractual matters must be communicated, in writing, to the authorized signatories.

California State University, San Bernardino:	Learning Site:	
(University Program Contact) Name	(Learning Site Contact)	
Title	Title	
<u>Email</u>	Email	
Phone	Phone	

- **T. Authority -** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- U. Changes This agreement may only be modified through execution of a written amendment.
- V. Entire Agreement This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized parties as of the date last written below.

Trustees of the California State University:		Oxnard School District:	
University Authorized Signature	Date	Learning Site Authorized Signature	Date
Name		Name	
Title		Title	
Email		- Email	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-07 – Percussive Storytelling (Fox/Shea)

Percussive Storytelling will offer engaging workshops as part of our Expanded Learning Opportunities Programs. Led by Grammy Award-winning artist Dr. Cory Hills, the program invites students to explore the sounds in their everyday environment. Students will create original stories, set them to music, and perform them for their classmates. This activity will rotate through K-5 programs during the 2025-2026 school year.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

\$156,000.00 – Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-07 with Percussive Storytelling.

ADDITIONAL MATERIALS:

Attached: Agreement #25-07, Percussive Storytelling (83 Pages)

Proposal (5 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Effective Date:		
Service Provider:		
Address:		
	Authorized Representative:	
	Representative's Email:	
Type of Service:	Lead Agency	
	Enrichment Agency	

RECITALS

- A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).
- B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.
- D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

- E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.
- F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("<u>ELOP</u>") Program, After School Education and Safety ("<u>ASES</u>") Program, and/or the 21st Century Community Learning Centers ("<u>21st CCLC</u>") Program for academic school year commencing and ending (collectively, the "Grant"). The Grant may also apply to additional academic school years.
- G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.
- H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."
- **2. Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from to and including (the "<u>Term</u>"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

- a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.
 - i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

- iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

- c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.
- d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.
- 5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.
- **6. Termination**. This Agreement may be terminated as follows.
- a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.
- b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.
- c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

- d. **Termination by District for Convenience**. District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.
- Termination by District for Cause. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (e.g., repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to immediately suspend the Services of Service Provider if the circumstances reasonably warrant (e.g., due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.
- f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (e.g., payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.
- 7. School Closures. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

- **8. Service Provider's Representations and Warranties**. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:
- a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.
- b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.
- c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.
- d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

- a. For purposes of this Agreement, the term "<u>Records</u>" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:
 - i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
 - ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (e.g., proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
 - iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
 - iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

- v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.
- b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for a secure portal as directed by District.
- c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.
- d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.
- e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.
- 11. Independent Contractor. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.
- a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.
- b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

- 12. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.
- 13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.
- 14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.
- a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("<u>Confidential Student Data</u>") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("<u>HIPAA</u>"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("<u>FERPA</u>"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("<u>PPRA</u>"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) ("<u>COPPA</u>"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) ("<u>SOPIPA</u>"); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, et seq.) ("<u>ELPIPA</u>") (collectively, the "<u>Student Privacy Laws</u>"). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

- b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.
- c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, et seq.) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.
- 16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.
- a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."
(Initials)
c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District. (Initials)
Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the

(Initials)
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18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of

the State of California.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

- **20. Assignment**. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.
- 22. Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.
- a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.
- b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.
- c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.
- d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider's Indemnification of District.

- To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, 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, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.
- b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.
- c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

- The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).
- e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.
- f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.
- g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

(Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

- b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.
- c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss
- 26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.
- **27. Limitation of Liability**. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

- **28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.
- **29. Insurance**. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit *C*.
- **30. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1501 South A Street

Oxnard, CA 93030 Attention:

Dr. Ginger Shea Phone:

805-385-1501 ext. 2324 Email:

gshea@oxnardsd.org

To Service Provider: [NAME]

[STREET ADDRESS] [CITY, STATE, ZIP]

Attention: [NAME]

Phone: [PHONE]

Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

- 31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- **32. Authority to Execute**. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

- **33.** Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.
- **34. Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Entire Agreement. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.
- **36.** Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- **37. Waiver**. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.
- 38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.
- 39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

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

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

District
Oxnard School District, a California public school district
By:
Melissa Reyes, Director, Purchasing
"Service Provider"
By:
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EXHIBIT A-0 SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency. The "Lead Agency" is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- **B.** Lead Agency Responsibilities. The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
- b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, etc.
- e. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- e. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Lead Agency will take daily attendance to ensure student safety and attendance.

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- f. Early release waivers will be used for all students recurring late start or early program release (e.g., late start for tutoring and early release for eatechism or sports).
- g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.
- **Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:
 - a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
 - b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
 - e. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
 - d. Provide payroll services for Lead Agency employees;
 - e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
 - f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (i.e., weekends, days, vacations):
 - g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
 - h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
 - i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
 - j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in O Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- e. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- e. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

a. The Lead Agency is responsible for developing all activities, including eurriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

i. Professional Development Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

ii. Professional Development – Literacy
Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

iii. Professional Development - Arts/Special Enrichment staff

Participate in monthly trainings offered by District, Districtapproved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

iv. Professional Development - Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

A. Enrichment Agency. Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. Enrichment Agency Responsibilities. The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.
- **3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

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- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q Food Services module.

4. Non-School-Day Activities.

Tuoinings

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

3.	rannings.		
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- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded earning
 - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

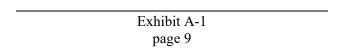
The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.



- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

PART X: AMENDMENTS

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The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.
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EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

- 1. <u>Field Trips</u>. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
- 2. <u>Parent/Guardian Visits</u>: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
- 3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social Service Provider is fully responsible for properly services for assistance. implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. <u>Reportable Incidents</u>:

a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

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incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. <u>Disasters/Emergencies</u>:

- a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.
- b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.
- 6. <u>Unauthorized Persons</u>: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2 SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider's Program Coaches.

- a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.
- b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

Exhibit A-2	
page 1	

- **b.** Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.
- **c.** Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.
- d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.
- **e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
- ii. Service Provider's coaches shall receive concussion training at least once a year.

 Exhibit A-2

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

- i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).
- ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

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- iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.
- iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

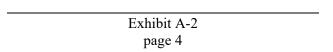
Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
 - ii. Service Provider's coaches shall receive SCA training at least once a year.
- iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service



Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

- i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.
- ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.
- iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.
- iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

- a. Coaches education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.
- **b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

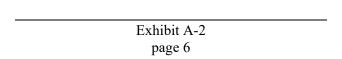
Exhibit A-2	
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- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
 - ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (e.g., drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

- a. Coaches education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.
- **b.** Coaches preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.



c. Coaches – duty to inform students and parents/guardians. Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

- a. Service Provider development and implementation of policy. Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.
- b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.
- **c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.
- **d.** Copies of agreement. Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.
- **e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines.

- **a.** Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.
- **b.** Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.
- **c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

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EXHIBIT A-3 ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (i.e., potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 - 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 - 2. All supplies properly charged to the Services;
 - 3. All travel properly charged to the Services;
 - 4. All equipment properly charged to the Services;
 - 5. All materials properly charged to the Services;
 - 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

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Not Project Related
Project #

V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. <u>Insurance Requirements</u>. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. <u>Scope and Limits of Insurance</u>:

- 1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.
 - Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.
- 2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.
- 3. 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 per accident or disease.
- 4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
- 5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

- 6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.
- II. <u>Other Provisions</u>. Insurance policies required by the Contract shall contain the following provisions:
 - A. <u>All Policies</u>. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
 - B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
 - C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
 - D. If any of the required policies provide coverage on a "claims made" basis:
 - 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 - 3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

EXHIBIT D CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date:	
By:	
<i>-</i>	Melissa Reves, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)	Birth date	
Parent or legal guardian (Please print)	Student address	
School/Local Educational Agency	Event or Activity Advisor (Staff)	
Voluntary Extracurricular Event or Activity		
☐ school-related athletics		
school-related club activities		
☐ school-related cultural activities		
 school-related performing arts activities 		
 school-related social activities 		
☐ School-related community activities		
□ Other:		

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- 1. Sprains and strains
- 2. Fractured bones
- 3. Lacerations, abrasions, and avulsions
- 4. Unconsciousness
- 5. Paralysis
- 6. Disfigurement

- 7. Loss of eyesight
- 8. Head injuries or concussion
- 9. Heat illness
- 10. Sudden cardiac arrest
- 11. Death
- 12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, cocurricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)	Date	
Signature (Parent or legal guardian)	Date	
Primary telephone	Alternate telephone	



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)	Fecha de nacimiento		
Padre o tutor legal (Por favor imprima)	Dirección del estudiante		
Escuela/Agencia Educativa Local	Asesor de eventos o actividades (personal)		
Evento o actividad extracurricular voluntaria			
☐ Atletismo relacionado con la escuela	☐ Atletismo relacionado con la escuela		
☐ Actividades del club relacionadas con la escuela			
☐ Actividades culturales relacionadas con la escuela			
☐ Actividades de artes escénicas relacionadas con la escuela			
☐ Actividades sociales relacionadas con la esc	☐ Actividades sociales relacionadas con la escuela		
☐ Actividades comunitarias relacionadas con	la escuela		
Otro:			

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- 1. Esguinces y distensiones
- 2. Quebraduras
- 3. Laceraciones, abrasiones y avulsiones
- 4. Inconsciencia
- 5. Parálisis
- 6. Desfiguración

- 7. Pérdida de la vista
- 8. Lesiones en la cabeza o conmoción cerebral
- 9. Enfermedades causadas por el calor
- 10. Paro cardíaco repentino
- 11. Muerte
- 12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales. ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)	Fecha	= A.
Firma (Padre o Tutor Legal)	Fecha	_
Teléfono principal	Teléfono alternativo	_

Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns

- Amnesia
- · "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to: http://www.cdc.gov/ConcussionInYouthSports/

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References: California Education Code section 49475, California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte. Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- Dolor de cabeza
- "Presión en la cabeza"
- Nausea o vómito
- Dolor de cuello
- Problemas de equilibrio o mareos
- Visión borrosa o visión doble
- Sensibilidad a la luz o ruido
- Decaído
- Adormecido
- Mareado
- Cambios en los hábitos de dormir

- Amnesia
- "No se siente bien"
- Fatiga o energía baja
- Tristeza
- Nervios o ansiedad
- Irritabilidad
- Más sensible
- Confundido
- Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)
- Repetir la misma pregunta o comentario

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Perdida de la conciencia

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet: http://www.cdc.gov/ConcussionInYouthSports/

Nombre del estudiante deportista	Firma del estudiante deportista	Fecha
		2
Nombre del padre, madre o tutor	Firma del padre, madre o tutor	Fecha

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

	In-state	(Minor)	-of-state
Co	mpletion of this form is required for all field trips / excur	rsions.	
Na	me of Student	Date of Birth (for emergency purposes)	
Stu	dent Address	Name of School	
Cla	ss/ Program	Teacher	-
Dat	te(s) of Field Trip/Excursion	Location of Field Trip/Excursion	
Tra	nsportation Provider		
1.	I hereby give permission for my child or ward (named abo	ove) to participate in this Field Trip or Excursion.	
2.	Regarding special assistance/accommodations: Is special participate in this Field Trip or Excursion?	cial assistance/accommodation necessary for your child or	ward to
	□ No □ Yes. Please explain		
3.	Regarding administration of medication: All medication child or ward required to take medication during the course	ns must be prescribed, including over-the-counter medications. e of this Field Trip or Excursion?	Is your
	□ No □Yes Parent/Guardian must contact the Medication Taken during School Hours," form SFA	e school office to obtain form SFA-5010, "Authorization for Medications Taken During School	for Any l Hours,
		, "Extended Field Trip or Excursion Medication Authorization"	' (which
	must be signed by parent/guardian and child or ward's	physician).	
4.	If you have health insurance, please list:		
	Health Insurance Company Policy Nur	mber Group Number	
5.	Please list additional emergency contacts, should the par	rent/guardian be unavailable:	
	Emergency Contact	Telephone	
	Emergency Contact	Telephone	
6.	Conduct: I fully understand that all participants are to ab the Field Trip or Excursion. To the extent permitted by behavior standards will be sent home at their own or their p	oide by and accept all rules and requirements governing conduct the Education Code, any participant determined to be in viologrammary in the parent/guardian's expense.	t during ation of
7.	Waiver of Claims for Liability: I understand that Californ	nia Education Code, Section 35330 provides:	
	State of California for injury, accident, illness, or death occu	med to have waived all claims against the district, a charter school, or urring during or by reason of the field trip or excursion. All adults tal ardians of pupils taking out-of-state field trips or excursions shall sign	king
	In providing consent for my child or ward to attend and pa district for injury, accident, illness, or death occurring during	articipate in this Field Trip or Excursion, I waive all claims againg or by reason of this Field Trip or Excursion.	ainst the
	request voluntarily because I desire my child or ward to pa	or ward to participate in the Field Trip or Excursion and I m articipate in the Field Trip or Excursion. I also understand that or ward will be involved in alternative supervised activities, for	t, if I do
8.	surgical diagnosis or treatment and hospital care from a lic	tever transportation, x-ray, examination, anesthetic, medical, d censed physician as deemed necessary for the safety and welfar will be the responsibility of the child or ward's parent(s)/guardia	re of my
9.	I have carefully read this authorization and fully unconditions.	nderstand its contents and voluntarily consent to its ter	ms and
Sig	nature of Parent/Guardian	Date	

Mobile telephone or pager

Home telephone

Work telephone

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

	Dentro del Estado un requisito completen esta forma para todos	(Menor de E las paseos educativos o exc	dad)	Fuera Del Estado
Nor	mbre del Estudiante		Feche de Nacimiento (para los propósitos de emergencia)	
Dire	ección del Estudiante		Nombre de la Escuela	
Cla	se/Programa	- 2	Maestro	
Fec	ha(s) de Paseo Educativo/ la Excursión		Ubicación del Paseo Educativo / la Excursión	
	veedor de Transporte Escolar Por medio de la presente autorizó que mi hi o excursión.	jo(a) o menor de edad (non	nbre escrito anteriormente) para participar en este	paseo educativo
2.	•	ficaciones: ¿Es necesario que tivo o excursión?	e se le facilite asistencia especial o modificaciones a s	u hijo(a) o menor
3.	 □ No □ Si Explique por favor. Con respecto a la administración de medicamento: Todos los medicamentos deben ser recetados, incluyendo los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión? □ No □ Si El padre o tutor legal debe comunicarse con su escuela para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor 			
4.	de edad). Si usted tiene seguro médico, por favor regís			
5.	Compañía de Seguro Médico Por favor enumere los nombres de contacto Contacto de emergencia	Número de Póliza de emergencia adicional, si	Número de Grupo i el padre/tutor no están disponible: Teléfono	
	Contacto de emergencia		Teléfono	
6.	durante el Paseo Educativo o la Excursión. I	Hasta cierto punto permitido	e acatar y aceptar todas las reglas y los requisitos que por el Código de Educación, cualquier participante opio del participante o gasto de sus padres o tutores le	que se determine
7.	Renuncia de reclamaciones: Comprendo que	el artículo 35330 del Código	Educativo de California establece la siguiente inform	ıación:
	"Todas las personas participantes en los pa contra del distrito, una escuela autónoma, o ocurrido durante ó a causa del paseo educati todos los padres de familia o tutores legale declaración renunciando a todos los derecho	aseos educativos o las excursi- o el Estado de California por ivo o la excursión. Todos los a es de los alumnos que particip os."	ones considerarán renunciar a todos los derechos (recla motivo de una lesión, un accidente, una enfermedad o adultos que realicen paseos educativos o excursiones fuer en en paseos educativos o excursiones fuera del estado	maciones) en fallecimiento a del estado y firmarán una
	Al proveerle consentimiento a mi hijo(a) o al reclamaciones en contra del distrito por motivo de este paseo educativo o excursión.	menor de edad para asistir y o de una lesión, un accidente	participar en este paseo educativo o excursión, yo re- e, una enfermedad, o fallecimiento ocurrido durante o	nuncio a todas las por consecuencia
	petición voluntariamente, debido a que dese	o que mi hijo(a) o el meno n de mi hijo(a) o del menor	el menor de edad en este paseo educativo o excursión or de edad participe en el paseo educativo o excur de edad, éste participará en actividades alternativas,	sión. Igualmente
8.	En caso de una enfermedad o una lesión diagnostico quirúrgico médico, dental o trata	n, por la presente doy cons amiento y cuidado de hospi	sentimiento de cualquier transporte, radiografías, es tal por parte de un médico acreditado considerado que los gastos generados serán la responsabilidad del	necesario para la
9.	He leído cuidadosamente esta solicitud, com	prendo cabalmente su cont	texto y voluntariamente acepto los términos y su pr	oceso.
Fiп	ma de los Padres/Tutor		Fecha	
 Tel	léfono de Casa Telé	efono de Trabajo	Teléfono de celular o bíper	

OXNARO PHOOL DISH

OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

- 1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
- 2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

Dizziness, lightheadedness, weakness	Profuse sweating
Headache	Cool, clammy skin
Nausea	Hyperventilation
Diarrhea, urge to defecate	Decreased urine output
Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

igns observed by teammates, parents and coaches inclu	de:
Dizziness	 Weakness
Drowsiness, loss of consciousness	Hot and wet or dry skin
• Seizures	Rapid heartbeat, low blood pressure
Staggering, disorientation	Hyperventilation
 Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability) 	Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

acknowledge that I have received and read the CIF Heat Illness Information Sheet.				
Student-Athlete Name - Printed	Student-Athlete - Signature	Date		
Parent Or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date		

DISTRITO ESCOLAR DE OXNARD



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

- La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
- 2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

Vértigo, mareo, debilidad	Sudor abundante
Dolor de cabeza	Piel viscosa y fría
• Náusea	Hiperventilación
Diarrea, urgencia para defecar	Reducción en la producción de orina
Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jug	gadores, padres y entrenadores incluyen:
Mareos (vértigo)	Debilidad
Letargo (adormecimiento), quedar inconsciente	Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	Pulso rápido, baja presión sanguínea
Tambaleo, tropiezos, desorientación	Hiperventilación
 Cambios cognitivos y de comportamiento (confusi irritabilidad, agresividad, histeria, inestabilidad en 	

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de ir	nformación CIF referente a la insolación.	
Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - <i>Letra de molde</i>	Firma de padre/madre/tutor legal	Fecha



OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - O Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - o Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:
 - www.fda.gov/Drugs/ResourcesForYou
- Visit <u>www.cdc.gov/drugoverdose</u> to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References:

California Education Code section 49476



DISTRITO ESCOLAR DE OXNARD Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - o Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - o Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - o Nunca venda ni comparta opioides recetados.
 - O Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite <u>www.cdc.gov/drugoverdose</u> para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

www.cdc.gov/drugoverdose/prescribing/guideline.html

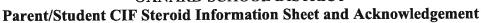
Nombre del Estudiante Deportista	Firma del Estudiante Deportista	Fecha	
Nombre del Padre o Tutor Legal	Firma del Padre o Tutor Legal	Fecha	-

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT





"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

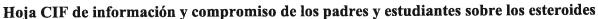
The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

acknowledge that I have received and read the CIF Steroid Information Sheet.					
Student-Athlete Name - Printed	Student-Athlete - Signature	Date			
Parent or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date			

DISTRITO ESCOLAR DE OXNARD





"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo	confirmo	que he	e recibido	y leído	la Hoja	de inf	formación	CIF	referente a	ı los	esteroi	des.
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Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - Letra de molde	Firma de padre/madre/tutor legal	Fecha

Oxnard School District Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Pot	tential indicators that SCA may occur:
	Fainting or seizure, especially during or right after exercise;
	Fainting repeatedly or with excitement or startle;
	Excessive shortness of breath during exercise;
	Racing or fluttering heart palpitations or irregular heartbeat;
	Repeated dizziness or lightheadedness;
	Chest pain or discomfort with exercise;
	Excessive, unexpected fatigue during or after exercise.
Fac	ctors that increase the Risk of SCA:
	Known structural heart abnormality, repaired or unrepaired;
	Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
	Family history of known heart abnormalities or sudden death before age 50;
	Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
	Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks of performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

	he symptoms and warning signs of SCA trategies into my student's sports prog	
Student-athlete Name Printed	Student-athlete Signature	Date
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date
Legal References: California Interscholastic Federation	on Bylaw 503	

Oxnard School District Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

•	•
Pos	sibles indicadores de que podría suceder un PCR:
	Colapso o convulsiones, especialmente justo después de ejercitarse;
	Colapso frecuente, o por emoción o susto;
	Falta excesiva de aliento durante el ejercicio;
	Taquicardia o palpitaciones, o ritmo cardíaco irregular;
	Mareo o aturdimiento frecuente;
	Dolor o malestar en el pecho al ejercitarse;
	Fatiga excesiva e inesperada durante o después del ejercicio.
Fac	ctores que incrementan el riesgo de que suceda un PCR:
	La presencia de una anormalidad estructural del corazón, reparada o no reparada;
	Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
	Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
	Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
	El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para

incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiar					
Nombre Del Atleta Adolescente	Firma Del Atleta Adolescente	Fecha			
Nombre Del Padre/ Tutor	Firma Del Padre/ Tutor	Fecha			
Referencia legal:					

Federación Interescolar de California Por Ley 503

■ PREPARTICIPATION PHYSICAL EVALUATION

HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Evam			, ,		
Date of Exam			Data of Link		
· ·			Date of birth		
Sex Age Grade Sch	1001		Sport(s)		
Medicines and Allergies: Please list all of the prescription and over	r-the-co	unter n	nedicines and supplements (herbal and nutritional) that you are currently	taking	
<u>-</u>					
-					
Do you have any allergies? ☐ Yes ☐ No If yes, please ide ☐ Medicines ☐ Pollens	ntify sp	ecific al	lergy below. □ Food □ Stinging Insects		
			L Tool L Stillighing Maccia		
Explain "Yes" answers below. Circle questions you don't know the an] [1	
GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS 26. Do you cough, wheeze, or have difficulty breathing during or	Yes	No
Has a doctor ever denied or restricted your participation in sports for any reason?			after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify			27. Have you ever used an inhaler or taken asthma medicine?		
below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other:			28. Is there anyone in your family who has asthma?		
3. Have you ever spent the night in the hospital?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
4. Have you ever had surgery?			30. Do you have groin pain or a painful bulge or hernia in the groin area?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	31. Have you had infectious mononucleosis (mono) within the last month?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
6. Have you ever had discomfort, pain, tightness, or pressure in your			33. Have you had a herpes or MRSA skin infection? 34. Have you ever had a head injury or concussion?	-	
chest during exercise?			35. Have you ever had a hit or blow to the head that caused confusion,		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			prolonged headache, or memory problems?		
Has a doctor ever told you that you have any heart problems? If so, check all that apply:			36. Do you have a history of seizure disorder?		
☐ High blood pressure ☐ A heart murmur			37. Do you have headaches with exercise?		
☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other:			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			39. Have you ever been unable to move your arms or legs after being hit or falling?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			40. Have you ever become ill while exercising in the heat?	_	
11. Have you ever had an unexplained seizure?			41. Do you get frequent muscle cramps when exercising? 42. Do you or someone in your family have sickle cell trait or disease?		
12. Do you get more tired or short of breath more quickly than your friends			43. Have you had any problems with your eyes or vision?		
during exercise?			44. Have you had any eye injuries?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY 13. Has any family member or relative died of heart problems or had an	Yes	No	45. Do you wear glasses or contact lenses?		
unexpected or unexplained sudden death before age 50 (including			46. Do you wear protective eyewear, such as goggles or a face shield?		
drowning, unexplained car accident, or sudden infant death syndrome)? 14. Does anyone in your family have hypertrophic cardiomyopathy. Marfan			47. Do you worry about your weight? 48. Are you trying to or has anyone recommended that you gain or		
syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT			lose weight?		
syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			49. Are you on a special diet or do you avoid certain types of foods?		
15. Does anyone in your family have a heart problem, pacemaker, or			50. Have you ever had an eating disorder?		
implanted defibrillator?			51. Do you have any concerns that you would like to discuss with a doctor? FEMALES ONLY		
Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			52. Have you ever had a menstrual period?		
BONE AND JOINT QUESTIONS	Yes	No	53. How old were you when you had your first menstrual period?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon			54. How many periods have you had in the last 12 months?		
that caused you to miss a practice or a game? 18. Have you ever had any broken or fractured bones or dislocated joints?			Explain "yes" answers here		
19. Have you ever had an injury that required x-rays, MRI, CT scan,					_
injections, therapy, a brace, a cast, or crutches?					
20. Have you ever had a stress fracture?					
Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)					
22. Do you regularly use a brace, orthotics, or other assistive device?					
23. Do you have a bone, muscle, or joint injury that bothers you?					
24. Do any of your joints become painful, swollen, feel warm, or look red?					
25. Do you have any history of juvenile arthritis or connective tissue disease?					
I hereby state that, to the best of my knowledge, my answers to the Signature of athlete		•	stions are complete and correct. Date		
originature of autients Signature of	i parenvgi	uarula/1 _	Date		

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exa	am					
Name				Date of birt	h	
			School			
JEX	Age	diade		550.1(0)		
1. Type of						
2. Date of	f disability					
3. Classifi	ication (if available)					
4. Cause of	of disability (birth, disc	ease, accident/trauma, other)				
5. List the	e sports you are intere	sted in playing				
					Yes	No
6. Do you	regularly use a brace	, assistive device, or prostheti	c?			
7. Do you	use any special brace	e or assistive device for sports	?			
8. Do you	have any rashes, pre	ssure sores, or any other skin	problems?			
9. Do you	have a hearing loss?	Do you use a hearing aid?				
10. Do you	ı have a visual impaim	nent?				
11. Do you	use any special devic	es for bowel or bladder functi	on?			
12. Do you	have burning or disco	omfort when urinating?				
13. Have yo	ou had autonomic dys	sreflexia?				
14. Have yo	ou ever been diagnos	ed with a heat-related (hyperti	hermia) or cold-related (hypothermia) illnes	s?		
	have muscle spastici					
	1-1-1-1-1	es that cannot be controlled by	y medication?			
explain "yes	s" answers here					
Please indic	cate if you have ever	had any of the following.				
T Today III alo	onto il you iluio occi.				Vee	No
					Yes	no-
Atlantoaxial	l instability				Tes	NO
Atlantoaxial		instability			Tes	NO
X-ray evalua	uation for atlantoaxial i				Tes	NO
X-ray evalua Dislocated j	uation for atlantoaxial i joints (more than one)				165	RU
X-ray evalua Dislocated j Easy bleedi	uation for atlantoaxial i joints (more than one) ing				165	RU
X-ray evaluation Dislocated ji Easy bleedii Enlarged sp	uation for atlantoaxial i joints (more than one) ing				Tes	NO .
X-ray evalua Dislocated j Easy bleedin Enlarged sp Hepatitis	uation for atlantoaxial i joints (more than one) ing pleen				Tes	NO .
X-ray evaluation Dislocated judgments Dislocated ju	uation for atlantoaxial i joints (more than one) ing pleen or osteoporosis				Tes	NO .
X-ray evaluation Dislocated ji Easy bleedii Enlarged sp Hepatitis Osteopenia Difficulty co	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel				Tes	NO .
X-ray evaluation Dislocated J Easy bleedid Enlarged sp Hepatitis Osteopenia Difficulty co	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder				Tes	NO
X-ray evalue Dislocated j Easy bleedie Enlarged sp Hepatitis Osteopenia Difficulty co Numbness	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or	hands			Tes	NO
X-ray evaluation Dislocated ji Easy bleedii Enlarged sp Hepatitis Osteopenia Difficulty con Difficulty con Numbness Numbness se	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or f	hands			Tes	NO .
X-ray evaluation Dislocated jacob Easy bleeding Enlarged sp. Hepatitis Osteopenia Difficulty con Difficulty con Numbness of Numbness in Weakness in the Dislocation Dislocatio	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands	hands			Tes	NO THE PROPERTY OF THE PROPERT
X-ray evaluation of the control of t	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet	hands			Tes	NO THE PROPERTY OF THE PROPERT
X-ray evaluation of the control of t	uation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet	hands			Tes	NO TO
X-ray evaluation Dislocated j Easy bleedid Enlarged sp Hepatitis Osteopenia Difficulty co Numbness of Numbness i Weakness i Recent chain	uation for atlantoaxial i joints (more than one) ing pleen or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet ange in coordination ange in ability to walk	hands			Tes	NO THE PROPERTY OF THE PROPERT
X-ray evaluation Dislocated J Easy bleeding Enlarged sp Hepatitis Osteopenia Difficulty con Difficulty con Numbness Numbness Weakness i Weakness i Recent characteristics Spina bifidation Dislocation Difficulty con Numbness Mumbness i Weakness i Recent characteristics Dislocation Di	uation for atlantoaxial i joints (more than one) ing pleen or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet ange in coordination ange in ability to walk a	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	NO THE PROPERTY OF THE PROPERT
X-ray evaluation of the control of t	uation for atlantoaxial i joints (more than one) ing pleen or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet ange in coordination ange in ability to walk a	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	
X-ray evaluation of the control of t	pation for atlantoaxial is joints (more than one) ing pleen a or osteoporosis controlling bowel controlling bladder or tingling in arms or or tingling in legs or fain arms or hands in legs or feet ange in coordination ange in ability to walk a gy	hands			Tes	
X-ray evaluation Dislocated J Easy bleeding Enlarged sp. Hepatitis Osteopenia Difficulty con Difficulty con Numbness of Weakness i Weakness i Weakness i Recent chara Recent chara Spina bifida Latex allerg	nation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet ange in coordination ange in ability to walk a gy ss" answers here	hands			Tes	
X-ray evaluation Dislocated j Easy bleedii Enlarged sp Hepatitis Osteopenia Difficulty co Difficulty co Numbness i Weakness i Weakness i Recent chair Recent chair Spina bifida Latex allerg	nation for atlantoaxial i joints (more than one) ing pleen a or osteoporosis ontrolling bowel ontrolling bladder or tingling in arms or or tingling in legs or fi in arms or hands in legs or feet ange in coordination ange in ability to walk a gy ss" answers here	hands	rs to the above questions are complete a	and correct.	Tes	

PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name			D	ate of birth
PHYSICIAN REMINDERS 1. Consider additional questions on more sensitive issues • Do you feel stressed out or under a lot of pressure? • Do you ever feel sad, hopeless, depressed, or anxious? • Do you feel safe at your home or residence? • Have you ever tried cigarettes, chewing tobacco, snuff, or dip?				
 During the past 30 days, did you use chewing tobacco, snuff, or dip? Do you drink alcohol or use any other drugs? Have you ever taken anabolic steroids or used any other performance supplement? Have you ever taken any supplements to help you gain or lose weight or improve you Do you wear a seat belt, use a helmet, and use condoms? Consider reviewing questions on cardiovascular symptoms (questions 5-14). 	ır perform:	ance?		
EXAMINATION				
Height Weight C	□ Male	☐ Female		
BP / (/) Pulse	Vision R	20/	L 20/	Corrected Y N
MEDICAL		NORMAL		ABNORMAL FINDINGS
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodacty arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)	yly,			
Eyes/ears/nose/throat Pupils equal Hearing				
Lymph nodes				
Heart ^a Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI)				
Pulses Simultaneous femoral and radial pulses				
- Simultaneous remoral and radial pulses Lungs				
Abdomen				
Genitourinary (males only) ^b				
Skin HSV, lesions suggestive of MRSA, tinea corporis				
Neurologic c				
MUSCULOSKELETAL Neck				
Back				
Shoulder/arm				
Elbow/forearm				
Wrist/hand/fingers				
Hip/thigh				
Knee				
Leg/ankle Foot/toes				
Functional				3
Duck-walk, single leg hop Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam, Consider GU exam if in private setting, Having third party present is recommended.				
Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.				
☐ Cleared for all sports without restriction☐ Cleared for all sports without restriction with recommendations for further evaluation of	or treatmer	nt for		
□ Not cleared				ε
☐ Pending further evaluation				
☐ For any sports				
☐ For certain sports				
Reason			_	
Recommendations				
I have examined the above-named student and completed the preparticipation physi participate in the sport(s) as outlined above. A copy of the physical exam is on recor tions arise after the athlete has been cleared for participation, the physician may res explained to the athlete (and parents/guardians).	rd in mv o	ffice and can be ma	ide available to th	e school at the request of the parents. If condi-

Name of physician (print/type)____

Signature of physician _

MD or DO

_ Date ___

Phone

■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

Name		Sex 🗆 M 🗇 F Age	Date of birth
☐ Cleared f	or all sports without restriction		
☐ Cleared f	or all sports without restriction with recommendation	ons for further evaluation or treatment for	
_			
□ Not clear	ed		
I	☐ Pending further evaluation		
I	☐ For any sports		
ι	☐ For certain sports		
	Reason		
Recommend	ations		
I have ever	mined the chose named student and some	oleted the preparticipation physical evaluation. Th	ne athlete does not present apparent
clinical co	ntraindications to practice and participate	in the sport(s) as outlined above. A copy of the p	hysical exam is on record in my office
and can be	e made available to the school at the reque	st of the parents. If conditions arise after the ath	lete has been cleared for participation,
the physici	ian may rescind the clearance until the pro	oblem is resolved and the potential consequence	s are completely explained to the athlete
(and paren	ts/guardians).		
			Data
Signature of	physician		, IND OF DO
	NCY INFORMATION		
Allergies _			
<u> </u>			
Other inform	ation		
-			
-			

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Nombre					Fecha de Nacimiento			
	Edad	Grado	Escuela Deporte(s)					
¿Tienes alergias?	gias: Escribe una lista de Si i No Si tienes a	lergias, indica la alergia	y suple		s (herbales y nutricionales) que estás tomando pecifica			
Wodianias	27 3.31							
Explica las respues	tas de "Sí" abajo.							
Preguntas General			Sí	No	Preguntas Médicas	Sí	No	
algúna razón?		articipar en deportes por			Zose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?			
□ Asma □ Ane	as médicos continuamen emia 🛮 Diabetes 🕠				Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?			
Otro:				_	28. ¿Hay alguien en su familia que tiene asma?			
	oche en un hospital?		-		29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?			
4. ¿ Has tenido algu Preguntas de la sal			Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?			
		nayado durante o después del	31	140	31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?			
ejercicio?					32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?			
		ho mientras haces ejercicios? (latidos irregulares) durante el			33. ¿Ha tenido un herpes o infección de la piel MRSA?			
eiercicio?	ipre corre o sana randos	(laudeo irregulares) derante or			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?			
	lico que tienes problema	s médicos con tu corazón? Si			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión,			
Sí, chequea todo					dolor de cabeza prolongado o problemas de memoria?			
 Alta presión sa 					36. ¿Tiene antecedentes de trastornos convulsivos?			
□ Colesterol alto		in del corazón			37. ¿Tiene dolores de cabeza con el ejercicio?		_	
□ Enfermedad de		d- tu	-	_	38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los			
	édico un examen médico			_	brazos o piernas después de golpearse o caerse? 39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después			
	eado o tienes diricultad re ncautación inexplicable?	espirando durante el ejercicio?		_	de golpearse o caer?		0	
		ificultad de respirar que tus		_	40. ¿Alguna vez se enferma durante el ejercicio en el calor?			
amigos cuando h		moditad de respirar que tos			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?			
	ud de los corazones de	ı tu familia	Sí	No	42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la			
		problemas del corazón o de			enfermedad?			
		de 50 años? (incluyendo			43. ¿Ha tenido problemas con sus ojos o visión?			
	nte de coche inexplicabl	e, o síndrome de muerte súbita			44. ¿Ha tenido lesiones en los ojos?			
infantil)	4		-	-	45. ¿Usted usa anteojos o lentes de contacto?		_	
14. ¿Hay algulen en	su familia que tiene mior	ritmogénica del ventrículo			46. ¿Usa gafas de protección, o anteojos de seguridad?		-	
derecho síndron	ne de OT largo, síndrom	e de QT corto, síndrome de			47. ¿Le preocupa su peso? 48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde			
Brugada o taquio	ardia ventricular polimór				peso?			
pasos o un desfil	orilador implantado?				49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?			
		explicables, incautaciones			50. ¿Alguna vez ha tenido un trastorno alimentario?			
inexplicables o ca Preguntas de hues			Sí	No	51. ¿Tiene usted alguna preocupación que le gustaría discutir con un			
		ulo, ligamento o tendón que le	-		médico? Sólo mujeres	SI	No	
	ntrenamiento o un partido				52. ¿Alguna vez ha tenido un período menstrual?	- 51	.,,,	
		o un hueso o dislocado una			53. ¿Qué edad tenía cuando tuvo su primer período menstrual?			
articulación o coyunt	ura?				54. ¿Cuántos periodos ha tenido en los últimos 12 meses?			
		grafías, resonancia magnética, pédico, un yeso o muletas?			Explique respuestas "sí" aquí			
	tenido una fractura de e				Expirides respiration of edge.			
inestabilidad del	cuello o la inestabilidad a	tenido una radiografía para la atlantoaxial? (Síndrome de						
Down o enanism	o) ente un aparato ortopéd	ina artanádicos u atra						
dispositivo de ay		ico, ortopedicos, a otro			•			
		articulación que le molesta?						
		dolorosas, hinchadas, se						
 sienten calientes 	, o se ven de color rojo?							
25. ¿Tiene antecede conectivo?	ntes de artritis juvenil o e	enfermedad del tejido			ž			
Al Mejor de mis con	ocimientos, mis respu	estas son completas y correct	as.					
Firma del atleta		Firma del p	adre/a	uardián	Fecha			

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen I	Médico					
Nombre				Fecha de Nacimiento		
Sexo	Edad	Grado	Escuela	Deporte(s)		
Tipo de discapa						
Fecha de discapa						
Clasificación (S						
		fermedad, accidente / trauma,	otroe)			
	eportes que usted está inte		olios)			
5. Enumeral lus di	eportes que usted esta inte	eresado en jugar			Sí	No
C . Hilling requier	manta un aparata artanádi	co, dispositivo de ayuda, o prót	neie?			
		de ayuda para los deportes?	esis:			
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PREPARTICIPATION PHYSICAL EVALUATION

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■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

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the physicia	in may rescind the clearance until the	problem is resolved and the potential consequ	uences are completely explained to the athlete
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Signature of pl	hysician		, MD or D0
EMERGEN	CY INFORMATION		
Allergies			
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School Athletics Physical Contact Acknowledgement

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Parent or legal guardian (Please print)	 :	Stuc	lent address		
School	Sport/Activity			Coach/Instructor	
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• Diving practices,		•	Water polo pract	ices,	
• Football tackling techniq	ues,	•	Wrestling position	ons and moves.	
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Signature (Student)		Dat	e		
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Home telephone	Work telephone			Mobile telephon	e or pager

Program Design for OSD – Percussive Storytelling

Summary:

Percussive Storytelling (Cory Hills) proposes to become an Enrichment Agency for Special Arts Programming as part of the Oxnard School District After-School Program. The following program design is intended to define, identify, and illuminate why Percussive Storytelling is a strong candidate to be part of OSD.

Background:

Percussive Storytelling is a national award-winning multidisciplinary arts program that fuses elements of traditional vocal storytelling with classical percussion music. It has been defined as Peter and the Wolf for the 21st century. Since 2008, I have presented more than 1,300 programs to over 250,000 children in 41 states and ten countries. Through Percussive Storytelling, I have also released two musical albums and three children's books. Percussive Storytelling has been recognized and funded by the National Endowment for the Arts, the Fred Rogers Institute, the Los Angeles Philharmonic, and the California Arts Commission.

Mission:

Percussive Storytelling brings the arts to elementary school students in low-income, multicultural communities in creative, educational, and accessible ways. This mission is compatible with OSD's mission to Ignite, Transform, Nurture, and Embrace.

Methodology and Approach:

On the surface, Percussive Storytelling seems to be a performance-based program; but the reality is Percussive Storytelling offers a great deal of educational and social emotional content in addition to being fun, active, and entertaining. I will illustrate this through Youth Development Principles and ELOP objectives, while also referencing the mission and vision of OSD.

I have selected the following 5 Youth Development Principles to show their intrinsic relationship to the design and implementation of Percussive Storytelling.

Competence

Students learn how to play dozens of percussion instruments in a short amount of time. I can guide them through proper technique, sound creation, and basic principles of improvisation and composition. In addition, students learn how to craft a story in 3D ways, taking sounds and words, and fusing them into an interdisciplinary creation.

Confidence

During our time together, students will need to speak in front of the class, work cooperatively, and advocate for themselves by using their unique voice. I challenge the quieter students to speak up while also challenging the louder students to listen.

Character

In class, we operate without hierarchy; meaning, I am not the boss. Instead, we all have equal voices when creating stories and composing music. I have found that this egalitarian approach helps students relax so they can focus more clearly on the intended artistic and educational concepts. With that said, there are certain traits that I am adamant about reinforcing: listening, sharing, and respecting. We listen to each other's ideas. We share ideas and instruments. We respect other's opinions and thoughts.

Connection

Percussive Storytelling is not a solitary class; rather, it is predicated on group work, collaboration, and cooperation. This requires a great deal of patience from each student in the class, and that trickles down from myself to the students. I lead my classes with empathy and compassion, trying to connect with each student one-on-one as much as possible. It helps that I create alongside the students, and you would be hard pressed to go to one of my classes and not see me on the floor with the students, playing instruments, coming up with grooves, and being loud!

Caring

I want the students to care about each other, the instruments, and their creations. This means that every student has a voice, especially when it comes to group work and collaboration. Percussive Storytelling classes are fast-paced, loud, energetic, and fun. With that comes a need for students to care about each other, to make it a positive learning environment for everyone else. With over 100 instruments, students need to learn how to care for them and take personal responsibility and accountability. I want each student to care about their creations, taking time to create, think, and explore.

There are many facets to ELOP and the 12 Quality Standards for Expanded Learning programs. Some of these can be referenced in other parts of this application, namely the programmatic quality standards such as quality staff, collaborative partnerships, and mission and purpose. In this section, I will address the point-of-service quality standards.

Safe and Supportive Environment

As someone certified in CPR, AED, and First Aid, I am comfortable working with the student, site-coordinator, and nurse/office for any health needs that may arise. I have additional certification in Child Abuse and Neglect Mandatory Reporting and Sexual Harassment and Abusive Training. I would pursue training in Workplace Violence.

In addition, my classes are designed to be supportive in nature. Percussive Storytelling is a collaborative class, regardless of age of students. I model this support by constantly talking to students before class (during snack), during breaks, and during class. I have learned Spanish so I can better communicate with students and members of the community. This shows a level of dedication and support to OSD and the community.

Active and Engaged Learning

Percussive Storytelling is, at its very core, active and engaging. This biggest compliment I have received in the past 15 years is being told I made learning so much fun that the students didn't feel like they were in a class; rather, they thought they were simply playing and having fun. That is by purpose. Utilizing Howard Gardner's Theory of Multiple Intelligences, Percussive Storytelling is designed to reach all students, regardless of level, ability, and age. I respect that all students learn in different ways, so the classroom is setup to maximize the reach and experience of each student. It is expected and explained how important cooperation and collaboration are in the class, and I challenge all students achieve these expectations.

Skill Building

Percussive Storytelling builds many skills, and that is one of its greatest benefit and contribution.

1. Playing:

- a. Students learn how to play a multitude of instruments.
 - i. I want to note that the instruments provided are professional quality; they are the same instruments I use in recording sessions for Hollywood.
 - ii. Through my connections and collaborations with companies such as REMO, Black Swamp Percussion, Toca, and West Music, I can provide hundreds of top-tier instruments for students. This allows them to listen and hear sounds in new and unique ways.

2. Listening:

- a. Students learn to be respectful listeners when I perform stories.
- b. Students learn to listen to other when they work in groups.
- c. Students to learn to listen critically to the world around them.

3. Creating:

- a. Students create patterns, beats, setups, stories, and more.
- b. Students write their own stories.
- c. Students present their ideas and compositions to the class.

Youth Voice and Leadership

Within the classroom, Percussive Storytelling has its own way to support everyone's voice as well as create opportunities for leadership. Students are constantly being given tasks to help with certain aspects of the class, whether that be passing out materials, presenting examples, helping other students, and cleaning up.

Healthy Choices and Behaviors

Percussive Storytelling does not directly address this area in terms of food and nutrition, but it does support it through social and emotional learning, creating a safe space for students to express themselves through music and storytelling.

Diversity, Access, and Equity

The mission of Percussive Storytelling focuses on equitable arts access, and as such makes access a core component of its vision and structure. My classes are designed to be a safe space for all students to feel comfortable to express themselves through the arts. It should also be noted that my stories are multicultural in nature, and each story I perform comes with historical, cultural, and geographical context. Separate from this, I have learned Spanish and can converse on a conversational level, which shows a respect from to the culture, language, and background of most students in OSD.

The Proposal:

For the 2025-2026 school year, I propose the following for Percussive Storytelling:

Compensation

- \$156,000
 - o 30 weeks, 4 days a week, 4 rotations a day
 - o 480 total sessions
 - o \$325/session
- All inclusive Insurance and other fees built in

Scope

- Three curriculum units that rotate among the following 10 TK-5 schools
 - Ritchen, Sierra Linda, Harrington, Marina West, McAuliffe, McKinna, Brekke,
 Ramona, Elm, Rose Avenue (order to be determined)
- Four site visits a week (TBD with site coordinator)
- Four rotations per visit (to fit into existing rotation schedule)
 - On average, 40-minute rotations with 5-minutes in between rotations (3 hours of instruction)
- Unit A goes for ten weeks, and after finishing with the last school, start back at the first school with Unit B
 - o Unit A, B, and C contain different curriculum, yet a similar classroom format

Grade Levels

- TK-5
- As the TK-K after-school program takes shape during the school year, please consider Percussive Storytelling for quality arts programming focused on the younger ages.

Mitigation Strategies:

I realize that Percussive Storytelling is a small operation, with one employee. The concept of a traveling artist can be limiting in that I am unable to provide Percussive Storytelling to all students or each school-site, every day. With that said, in Percussive Storytelling, I am the one

working directly, one-on-one with all students. And as the creator and artist of Percussive Storytelling, this can be a more impactful situation.

I have referred to Percussive Storytelling as an Enrichment Agency providing Special Arts Programming. Think of me as a traveling minstrel, or the Pied Piper of the OSD After School Program. When I am on-site for the week, there is a buzz. The students enjoy it as do the site-coordinators.

Conclusion:

Percussive Storytelling is a proven, reliable, and award-winning arts program that would be a wonderful addition to the OSD after-school program. I hope it is apparent in this program design how Percussive Storytelling is innovative, creative, impactful, flexible, and educational.

I acknowledge that Percussive Storytelling is a small, one-person operation. With that said, I hope it is apparent in this application how capable I am as program director, colleague, and artist, to adapt to and provide whatever is needed by OSD to serve the students.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement No. 25-17 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Núñez/Corona)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Middle School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board approve Agreement No. 25-17 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2025-26 fiscal year.

ADDITIONAL MATERIALS:

Attached: Agreement No. 25-17 (3 pages)

OSD AGREEMENT NO. 25-17 CHILD NUTRITION SERVICES AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL

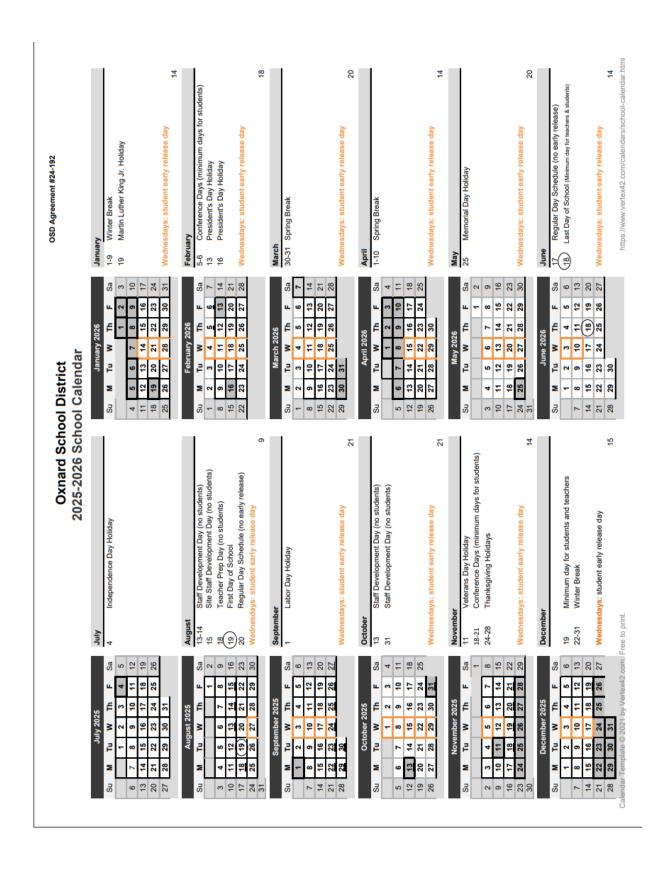
This agreement, executed in duplicate and entered into on May 21, 2025, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2025, until June 30, 2026, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT	VENTURA COLINTY OFFICE OF EDUCATION
SIGNATURE	SIGNATURE
Patricia Nunez NAME	 NAME
Director of Fiscal Services	
TITLE	TITLE
DATE	DATE



Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement No. 25-18 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Núñez/Corona)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School, located on the McAuliffe School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board approve Agreement No. 25-18 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2025-26 fiscal year.

ADDITIONAL MATERIALS:

Attached: Agreement No. 25-18 (3 pages)

OSD AGREEMENT NO. 25-18 CHILD NUTRITION SERVICES AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL

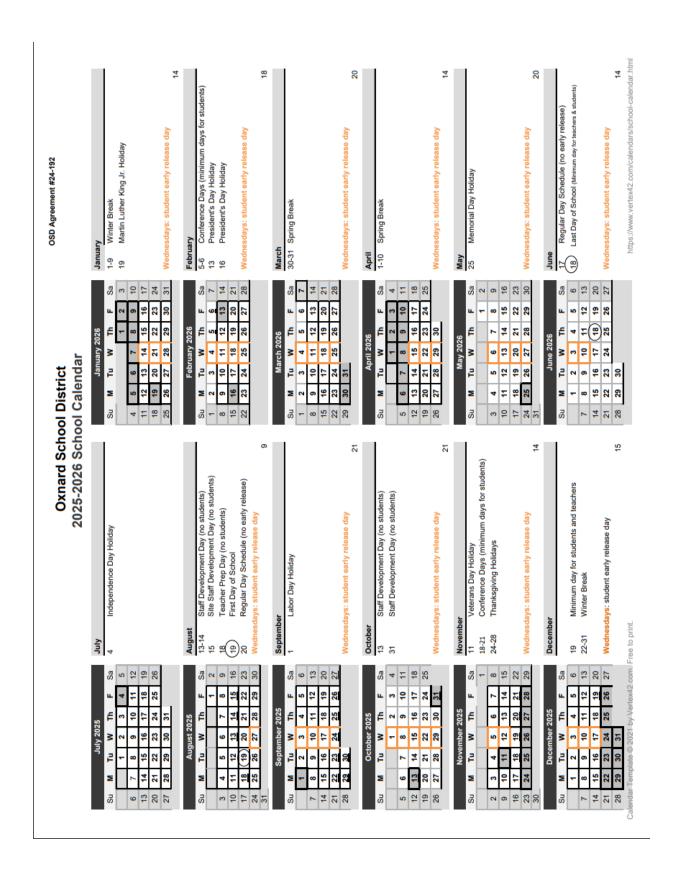
This agreement, executed in duplicate and entered into on May 21, 2025, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA 93035.
- 2) Oxnard School District shall provide the necessary utensils and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the Christa McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Christa McAuliffe Cafeteria and delivered by Christa McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire School staff will notify Christa McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.
- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet

the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.

- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2025, until June 30, 2026, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT	VENTURA COUNTY OFFICE OF EDUCATION		
SIGNATURE	SIGNATURE		
Patricia Nunez			
NAME	NAME		
Director of Fiscal Services			
TITLE	TITLE		
 DATF			



Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement No. 25-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Núñez/Corona)

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch, and snacks to the students in the CAPSLO preschool program at Harrington School during the 2025-26 school year. The term of Agreement No. 25-19 is July 1, 2025 to June 30, 2026.

FISCAL IMPACT:

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 25-19 with Community Action Partnership of San Luis Obispo for the purpose of supplying breakfast, lunch, and snacks to their preschool program at Harrington School for the 2025-26 school year.

ADDITIONAL MATERIALS:

Attached: Agreement No. 25-19 (9 pages)

OSD AGREEMENT NO. 25-19 STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This AGREEMENT is entered into on this 21st day of May, 2025, by and between Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO), hereinafter referred to as "Agency", and the Oxnard School District, hereinafter referred to as the "Vendor".

Whereas, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

Whereas, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

Therefore, both parties here to agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CAPSLO preschool program located at Harrington School in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast \$2.37 each
Supplement/Snack \$1.21 each
Supplement/Snack \$1.21 each

- 2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
- 3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal components and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
- 4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the terms of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food items as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

^{*}prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2025-26.

- 5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
- 6. Maintain, on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the agency.
- 7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick-up time.
- 8. Provide a copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
- 9. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the National Lunch Program meal requirements for field trips when requested by the Agency at least 15 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rate.
- 10. CAPSLO shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CAPSLO locations on non-student days at an additional cost of \$150.00 per day, with the exception of district holidays. A 14 day advanced notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
- 11. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for the meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
- 12. Operate in accordance with current CACFP requirements.
- 13. Retain all required records for a period of five (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S General Accounting Office for Audit or administrative review at a reasonable time and place.

- 14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- 15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 16. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510, (Lower Tier)
- 17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that is will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

- Ensure that an Agency representative is available at the pick-up site, at the specific time
 on each specified pick-up day to receive, inspect and sign for the requested number of
 meals and snacks. This individual will verify the temperature, quality and quantity of
 each meal and snack. The Agency assures the Vendor that this individual will be trained
 and knowledgeable in the record keeping and meal requirements of CACFP, and in
 health and sanitation.
- 2. Provide personnel to serve meals, clean and sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery and return to Harrington Kitchen daily.
- 3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
- 4. Provide the Vendor with a copy of Title 7 CFP Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all the other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food services requirements of CACFP.
- 5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing July 1, 2025 and shall be for the period of one calendar year and shall continue through June 30, 2026. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature	Agency Official Signature
Patricia Nunez	
Service Provider Official Name (Please print)	Agency Official Name (Please print)
Director of Fiscal Services	
Service Provider Official Title	Agency Official Title
Date	Date

BREAKFAST (SELECT ALL THREE COMPONENTS) ¹	AGES 1–2	AGES 3-5	AGES 6-12	AGES 13-18 ²
MILK, FL ³	1/2 CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 cup (8 oz)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP % CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS) ¹				
= 3	½ CUP	¾ CUP	1 CUP	1 CUP
MILK, FL ³ VEGETABLES ⁴	⅓ CUP	1/4 CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅓ CUP	¼ CUP	1/4 CUP	1/4 CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	1 oz 1 oz 1 oz 2 toz ½ egg ¼ cup 2 tbsp ½ oz ½ cup or 4 oz	1½ OZ 1½ OZ 1½ OZ ½ EGG ½ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

SCHEDULE B—NSD 2050B CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS) ¹⁵	AGES 1–2	AGES 3–5	AGES 6-12	AGES 13-18 ²
MILK, FL ³	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	³¼ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9}	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
FLAKES OR ROUNDS	½ CUP	½ CUP	1 CUP	1 CUP
PUFFED CEREAL GRANOLA	¾ CUP % CUP	¾ CUP ½ CUP	1¼ CUP ¼ CUP	1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅓ CUP 1 TBSP	1 oz 1 oz 1 oz ½ EGG ½ CUP ¼ CUP 2 TBSP	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	1⁄2 OZ	½ oz	1 oz	1 oz

- ¹ Offer versus serve is an option for at-risk afterschool participants only.
- ² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- ³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- ⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- ⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- 8 Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.
- ¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- ¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.
- ¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- ¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.
- ¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.
- ¹⁵ Juice cannot be served when milk is served as the only other component.
- ¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

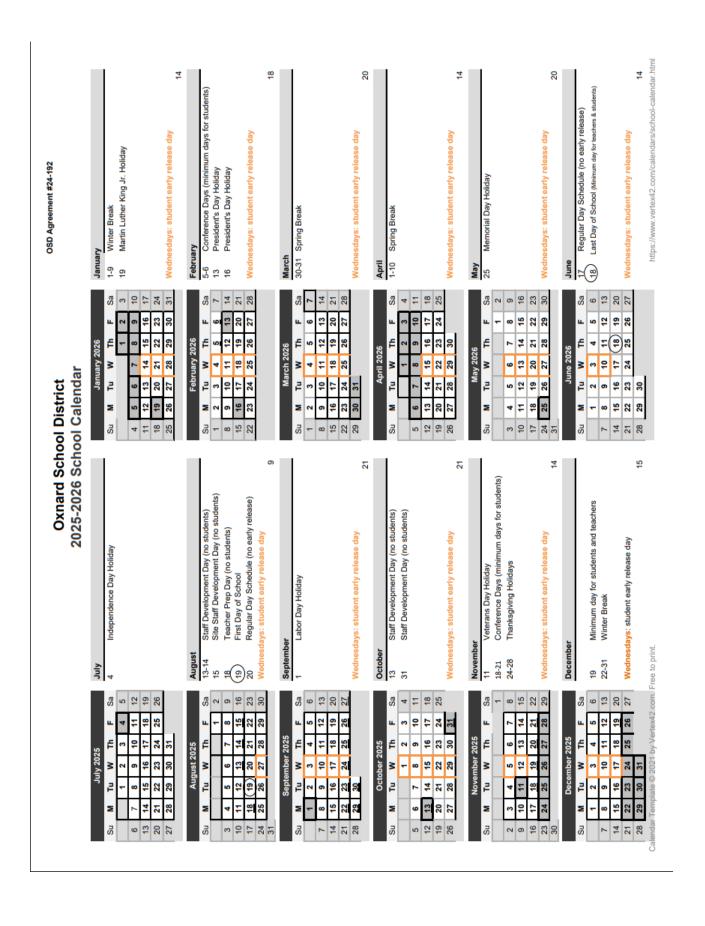
Washington, D.C. 20250-9410

(2) Fax: 202-690-7442

(3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.



Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement No. 25-20 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 (Núñez/Corona)

Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start/State Preschool programs located at Sierra Linda and Harrington Schools during the 2025-26 school year. The term of Agreement No. 25-20 is July 1, 2025 to June 30, 2026.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services and the Director of Child Nutrition Services that the Board of Trustees approve Agreement No. 25-20 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start/State Preschool programs at Sierra Linda and Harrington Schools during the 2025-26 school year.

ADDITIONAL MATERIALS:

Attached: Agreement No. 25-20 (10 pages)

OSD AGREEMENT NO. 25-20 STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This AGREEMENT is entered into on this 21st day of May, 2025, by and between Child Development Resources of Ventura County, hereinafter referred to as "Agency", and the Oxnard School District, hereinafter referred to as the "Vendor".

Whereas, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

Whereas, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

Therefore, both parties here to agree as follows:

THE VENDOR AGREES TO:

 Prepare and supply the meals on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CDR Head Start/State Preschools located at Sierra Linda and Harrington Schools in Oxnard, CA in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast \$2.37 each
Supplement/Snack \$1.21 each
Supplement/Snack \$1.21 each

- 2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Children which is excerpted from the regulation 7 CFR Part 226.20. Current details are available via this link: https://www.cdss.ca.gov/cacfp/cacfp-meal-patterns.
- 3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal components and whole grain rich contributions in compliance with CACFP meal pattern for Children aged 3-5.
- 4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the terms of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food items as listed in the USDA Food

^{*}prices are subject to change up to the maximum amount of the published reimbursement rates as established by the California Department of Education for 2025-26.

- Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.
- 5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
- 6. Maintain, on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the agency.
- 7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick-up time.
- 8. Provide a copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
- 9. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the National Lunch Program meal requirements for field trips when requested by the Agency at least 15 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rate.
- 10. CDR shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDR locations on non-student days at an additional cost of \$150.00 per day, with the exception of district holidays. A 14 day advanced notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
- 11. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for the meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
- 12. Operate in accordance with current CACFP requirements.
- 13. Retain all required records for a period of five (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S General Accounting Office for Audit or administrative review at a reasonable time and place.

- 14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- 15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 16. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510, (Lower Tier)
- 17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that is will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

- Ensure that an Agency representative is available at the pick-up site, at the specific time
 on each specified pick-up day to receive, inspect and sign for the requested number of
 meals and snacks. This individual will verify the temperature, quality and quantity of
 each meal and snack. The Agency assures the Vendor that this individual will be trained
 and knowledgeable in the record keeping and meal requirements of CACFP, and in
 health and sanitation.
- 2. Provide personnel to serve meals, clean and sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery.
- 3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
- 4. Provide the Vendor with a copy of Title 7 CFP Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all the other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food services requirements of CACFP.
- 5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing July 1, 2025 and shall be for the period of one calendar year and shall continue through June 30, 2026. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHERE OF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature	Agency Official Signature
Patricia Nunez	Jack Hinojosa
Service Provider Official Name (Please print)	Agency Official Name (Please print)
Director of Fiscal Services	Chief Executive Officer
Service Provider Official Title	Agency Official Title
Date	Date

BREAKFAST (SELECT ALL THREE COMPONENTS) ¹	AGES 1–2	AGES 3-5	AGES 6-12	AGES 13-18 ²
MILK, FL ³	1/2 CUP (4 OZ)	¾ CUP (6 OZ)	1 cup (8 oz)	1 cup (8 oz)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ½ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS) ¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅓ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅓ CUP	1/4 CUP	¼ CUP	1/4 CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP

MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY	1 oz	1½ oz	2 oz	2 oz
OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS 11	1 oz	1½ oz	2 oz	2 oz
OR CHEESE	1 oz	1½ oz	2 oz	2 oz
OR EGG (LARGE)	½ EGG	¾ EGG	1 EGG	1 EGG
OR COOKED DRY BEANS OR DRY PEAS ¹²	1/4 CUP	3/8 CUP	½ CUP	½ CUP
OR PEANUT BUTTER, SOY NUT BUTTER,	2 TBSP	3 TBSP	4 TBSP	4 TBSP
OR OTHER NUT OR SEED BUTTERS	1/2 OZ	¾ OZ	1 oz	1 oz
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³	½ CUP OR 4 OZ	34 CUP OR 6 OZ	1 CUP OR 8 OZ	1 CUP OR 8 OZ
OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴				

SCHEDULE B—NSD 2050B CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS) ¹⁵	AGES 1–2	AGES 3–5	AGES 6-12	AGES 13-18 ²
MILK, FL ³	½ CUP (4 OZ)	½ cup (4 oz)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
PUFFED CEREAL	34 CUP	34 CUP	1¼ CUP	1¼ CUP
GRANOLA	1⁄8 CUP	⅓ CUP	¼ CUP	1/4 CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅓ CUP	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP 1 TBSP	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ	½ oz	1 oz	1 oz

- ¹ Offer versus serve is an option for at-risk afterschool participants only.
- ² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
- ³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
- ⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
- ⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
- ⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.
- ¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- ¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.
- ¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
- ¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish
- ¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.
- ¹⁵ Juice cannot be served when milk is served as the only other component.
- ¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), age ,disability, and reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

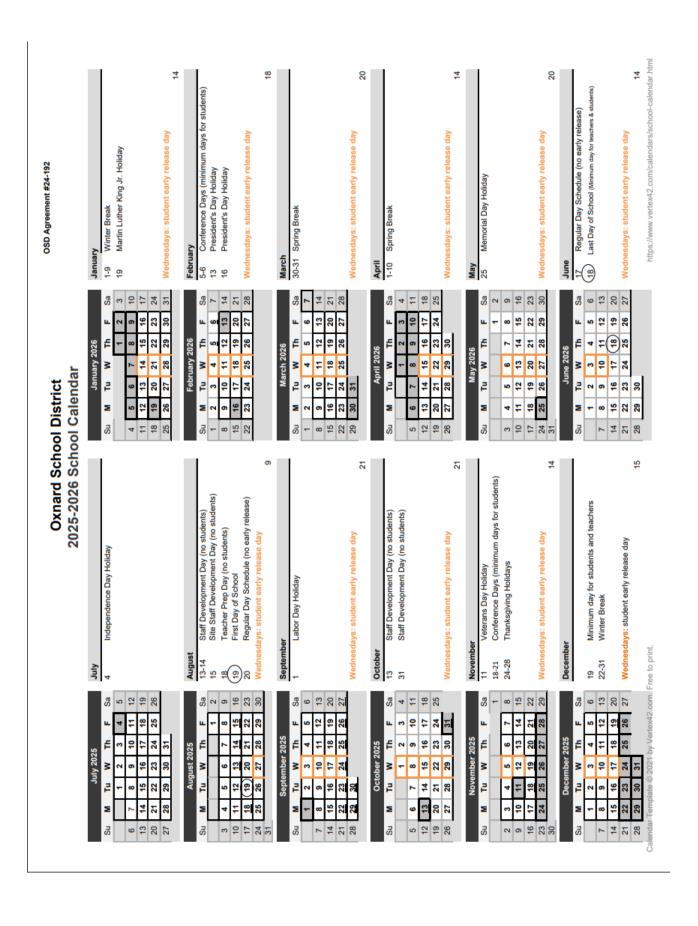
Washington, D.C. 20250-9410

(2) Fax: 202-690-7442

(3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.



Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-25 - Marisa Miller DBA After School Publishing (Fox/Shea)

Marisa Miller DBA After School Publishing will provide curriculum development and professional development services for the Oxnard Scholars program. Her work will include the design of a student-centered English Language Arts (ELA) program aligned with Common Core State Standards (CCSS), as well as monthly staff training sessions, a combination of virtual and in-person coaching, and active participation in five district-wide professional development days.

The program is thoughtfully designed to support English Language Learners (ELLs), integrate Social-Emotional Learning (SEL) and STEAM components, and promote meaningful, hands-on learning experiences that foster engagement and academic growth.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$74,210.00 – Expanded Learning Opportunities Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-25 with Marisa Miller DBA After School Publishing.

ADDITIONAL MATERIALS:

Attached: Agreement #25-25, Marisa Miller DBA After School Publishing (4 Pages) Proposal (3 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 Nu	umber
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individuall	by and between the OXNARD, (hereinafter y as a "Party" and collectively as the "Parties."
Provider	Telephone Nun	nber
Street Address	E-mail Address	<u> </u>
City, State, Zip code	Tax Identificati	on or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHMI	ENT 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.

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- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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, it governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteer 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 assume 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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	<u>.</u> ,		
I have read this Agreement and agree to	its terms		
Provider Authorized Signer	Signature	Date	
Oxnard School District			
Director, Purchasing	Signature	Date	

Proposal between Oxnard School District and Marisa Miller for Professional Development and Consulting Services

Length of MOU: July 1, 2025 - June 30, 2026

Literary Curriculum & Professional Development Consultant

Contracted Services for School Year 2025-2026: \$74,210.00

Overview: Marisa Miller to develop, write, and support implementation of a 2-3x a week Literary program with professional development components for Oxnard Scholars for SY2025-2026, Marisa Miller will contract as Literary Curriculum Consultant.

Curriculum will be student focused, CCSS aligned, guided by student data and interests, support ELL learning, be culturally supportive and expand students' experiences of the larger world, utilize best teaching practices, stay within a given materials budget, and include fun hands-on learning using multiple ELA experiences with reading, writing, listening, and speaking opportunities. Staff will be trained approximately monthly in the Literary Program lessons and supported with virtual and/or in person coaching throughout the year. Site Coordinators will be trained and coached in successful support and supervision of the Literary Leads and program throughout the year.

In addition, Marisa Miller will participate in at least 5 all staff all day trainings on quality program implementation, general staff skills and knowledge development specific to the needs of Oxnard Scholars staff as determined by Oxnard Scholars Management with staff input.

School Year 2025-2026 Literary Program: \$74,210.00 (not to exceed, even if more hours required to achieve any of the services)

Components of Literary Program services:

Research & Development:

- Development of a specific 2025-2026 Literary curriculum program (comprised of a standardized lesson format, unit plan structure, and theme content) via initial research including a site visit, review of previous content materials, examination of current student demographics and academic data, current CQI findings and goals, digital staff and student survey inputs, and consultation with the Oxnard Scholars Management for lesson structure, thematic selections, community partnership opportunities, field trips, and more.
- All Literary rounds will be ELA-focused while including knowledge development in SEL, STEAM, Social Studies, and Life Skills as well as developing media literacy skills and use of technology as hands-on creators.

Literary curriculum programming for Oxnard Scholars:

- Approximately 72 108 student-centered Literary lessons suitable for 1st through 5th grade, with appropriate adjustments as written into the lessons (copies provided physically to staff, master binder in Oxnard office, and digitally available to staff in designated Google Drive file folder and/or digital system of Oxnard Scholars choice)
- Approximately Monthly Staff training: Coordination with Oxnard Scholars
 Management/SCs for attendance, 3-hour training session of current round (dates, time of
 day, location TBD with Oxnard Scholars Management). Any new hires to be trained between
 monthly rounds via remote delivery.

Coaching Services for literary program staff of Oxnard Scholars:

- Virtual Weekly Drop-in Office Hours & Group Check Ins with Updates: TBD for times/dates approximately 1 hour a week
- **Virtual Scheduled 15 Minute Coaching Slots:** as needed for supporting staff in high quality implementation of their lessons
- Virtual Make Up Trainings of Literary Leads and New Hire Training Sessions: Dates and quantity TBD on absences from trainings and hiring of new staff as needed. Oxnard Management to update Consultant every two weeks on staff status (or more/less often as fits conditions) for New Hire Orientations and support
- In Person Site Visits with Coaching: At least one visit per school in the school year, preferably in the first half of school year (17 school site visits)
- In Person Site Coordinator Coaching for Literary Staff Success: Orientation & Supervision Training for Site Coordinators re Literary Program; Information & Tips at Site Coordinator meetings for each new program; Site Coordinator Training and Coaching (as needed) on Supporting Lit Leads;

Communications:

- 1x-2x Monthly meeting (remote or in person), as needed, with Oxnard Scholars Management/City Leads regarding curriculum, staff, opportunities, challenges, and so on.
- Curriculum Write Ups: Written document for principals, teachers, parents, and community about the specific literary program (timing and format TBD)
- Coordination and Communications, as needed via email/zoom, with Oxnard Scholars Management (City and District), Site Coordinators, Program Leaders, and Liaisons: i.e. Coaching coordination, supply needs, training dates, etc.

General Professional Development Training:

At least 5 All Day Trainings: Topics and sequence TBD in consultation with Oxnard Scholars
 Management for staff skills and knowledge development in high quality program leadership
 and implementation techniques, general staff skills, knowledge capacity regarding
 developmental needs/academic content/TBD on current staff needs.

Other Considerations:

- Any and all graphic materials (i.e., lessons and training handouts), training, and lesson materials supply will be printed and/or purchased and/or provided by Oxnard Scholars Program with coordination of Consultant or costs of photocopy and supply to be included in monthly invoice by arrangement with Consultant and Oxnard Scholars Management.
- Consultant shall invoice monthly for the services provided in the prior month.
- Consultant has been through the Oxnard School District's Fingerprint, Live scan and TB. Consultant shall check to ensure current compliance with requirements and do any necessary update steps by August 1, 2025.
- Consultant shall provide insurance certificates that meet the requirements of the District that also includes an addendum naming Oxnard School District as Additionally insured. Consultant may work with District Risk Management Department to meet these requirements.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-26 - Action Preparedness Training (Fox/Shea)

Glenda C. Mahon of Action Preparedness Training will provide CPR/AED training and First Aid training to Enrichment & Specialized Programs staff on an as-needed basis throughout the year. Certification is valid for 2 years. These in-person training sessions, each ranging from 4 to 6 hours in duration, are intended to provide staff with critical emergency response skills.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$3,500.00 – Expanded Learning Opportunities Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-26 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: Agreement #25-26, 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 N	Jumber	
Contract Number			
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."	
Provider	Telephone Nu	mber	
Street Address	E-mail Addres	es es	
City, State, Zip code Tax Identific		ation or Social Security Number	
Services			
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	IENT 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.

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- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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

$lue{}$ Mobile Food Facility permit $$ Temporary Food Facility p	ermit ☐ Exempt – must show documentation
Date checked by school official:initials:	
Indemnification . To the fullest extent permitted by law, governing board, officers, administrators, managers, agents, en from and against any and all claims, demands, monetary or of to, reasonable legal fees and costs, or other obligations or clain from bodily injury, illness, communicable disease, virus, pander out of activities of the Provider or those of any of its officers, ag such act or omission is authorized by this Agreement or not. Property of the District, or loss or theft of such property, or day	Provider agrees to defend, indemnify, and hold harmless District, its aployees, successors, assigns, independent contractors and/or volunteers her losses, loss of use, damages and expenses, including but not limited as arising out of any liability or damage to person or property resulting mic, or any other loss, sustained or claimed to have been sustained arising ents, employees, participants, vendors, or customers of Provider, whether rovider also agrees to pay for any and all damage to the real and personal mage to the Property done or caused by such persons. District assumes trict 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, office	rs, 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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	
D	G:	
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 Oxnard School district Enrichment and Specialized Programs July 1, 2025-June 30, 2026

March 31, 2025

Scope of Work

Action Preparedness Training proposes providing CPR/AED and First Aid training classes to school staff at competitive rates. Certifications are valid for 2 years. Classes typically run from 4-6 hours.

<u>Times/ Dates:</u> TBD as needed for the proposed time period

Cost: \$70 per OSD staff member, estimated 50 staff members total

<u>Total cost for Fiscal Year not to exceed:</u> \$3,500 (50 staff members)

Business Address: 951 Woodland Ave. Ojai, CA 93023

Contact information: Glenda Mahon 951 Woodland Ave. Ojai, CA 93023 (805) 340-6333

Glenda Mahon-EMT Owner [805] 340-6333

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-28 - R.M. Pyles Boys Camp (Fox/Nocero)

Pyles Boys Camp is a free program available to boys aged 12 to 14, designed to foster leadership development and build strong character. Participation is based on referrals made by school counselors and site administrators, with the goal of supporting students' growth in leadership and enhancing their social and emotional well-being.

Participation in the camp requires agreement and commitment from both the student and their parent or guardian. The program emphasizes building self-confidence, boosting self-esteem, developing positive work habits, and strengthening social skills.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-28 with R.M. Pyles Boys Camp.

ADDITIONAL MATERIALS:

Attached: Agreement #25-28, R.M. Pyles Boys Camp (15 Pages)

Proposal (1 Page)



SERVICES AGREEMENT

	<u> </u>		
Requisi	tion Number	Purchase Order Number	
Contrac	et Number		
Commac	t Number		
This S	ervices Agreement (the "Agreement") is made	de and entered into this day of	, 20
by and	between Oxnard School District (hereinafter	r referred to as "District") and	,
	nafter referred to as "Provider.")		
	,		
PF	ROVIDER.		
	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 is attached hereto and incorporated herein b	as more particularly described on "Statement or y this reference ("Services").	f Work" which
В.		reason of training, experience, preparation and g such Services, upon and subject to the terms	
NIOIN	THEREFORE C 1 11 '1 '	1 .00	1 11 1

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.

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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,

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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 subconsultants 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.

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

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

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

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

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

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

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

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

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Contract Number	

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. <u>Automobile Liability</u>. 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:

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 combined single limit

- c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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Contract Number	_

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 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.

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Contract Number	-

	TNESS WHEREOF, the parties have executed to Provider certifies that it has not altered any pro-	_	ove. By signing
	OXNARD SCHOOL DISTRICT District	Provider	
By:	Signature	Signature	

Name

Title

Name

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK SCHEDULE:	

Contract Number

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 requir receipts.	ed. Canceled checks are not accepted as
PAYMENT SCHEDULE:	
N/A	
ADDITIONAL COSTS OF EXPENSES:	
N/A	

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Contract Number	C

EXHIBIT C REQUIRED CERTIFICATIONS

Serv	ices	Agreement Dated:	, 2025	
Prov	ider	:		
Depa Dista	ider a artme rict er	ent of Justice (CDOJ) if they may	employees, agents and re y interact with any stude ervices. Provider certifies	presentatives (each, a "Provider Party") are required to submit fingerprints to the California at outside of the immediate supervision and control of the student's parent or guardian or a to the Superintendent and the Board of Trustees of the District that it is, or prior to providing equirements of Education Code section 45125.1, as follows (Provider to check one box):
	1 6 1 1	through an educational app or clemployee OR (b) who was identifingerprints to the CDOJ and the Party. Provider will not allow an Penal Code §1192(c) to provide	oud-based system) outsic fied by District as a person at Provider has received a y person who has been co any Service. Provider wil	ght access a District facility and/or interact with a District pupil in any manner (including the of the immediate supervision and control of the student's parent or guardian or a District in requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted from the CDOJ a valid criminal records summary as described in §44237 for said Provident invicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in I not allow any such Provider Party to perform any Service until Provider ascertains that the a Education Code § 45125.1 is on file with Provider.
		The fingerprinting requirements under section § 45125.1(b).	do not apply because t	ne Services are being provided on an emergency or exceptional situation as contemplated
	1		ces or Services concernin	rovider Parties will have no opportunity to interact with a District students in any manner g student records will be provided; and/or (ii) the Services will be provided at a school site etc.).
infor	matic ediat	on above concerning compliance	e with Education Code Se report is changed or upo	am an authorized representative of Provider qualified to provide this Certification; (ii) the ction 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will atted with respect to Provider Party. Documents provided by the CDOJ will be retained by re(s) upon request.
			Name/ Tit	le of Authorized Representative
			Signature/	Date
II.				Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , ed of Trustees as follows (Provider to check the applicable statement below):
		Provider Parties, any subconsulthis Agreement, have <i>only limit</i>		employees, representatives or agents will, in connection with the provision of Services under y District student(s).
		has for each such Provider Part a physician/surgeon, obtained a	y: (A) obtained and filed and filed copies of their T	f Services, have more than limited contact with District students. Therefore, the Provider proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by B examination(s), all in compliance with the provisions of Education Code § 49406. Parties and will provide a copy to District upon request.
info	matio	on above concerning compliance	e with Education Code §	n authorized representative of Provider qualified to provide this Certification, that the 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all quirements before having more than limited contact with District students.
			Name/ Tit	e of Authorized Representative
			Signature	Date
Con	traci	t Number	Page	14 of 15

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:	
--------------------	--



Scope of Work (SOW) - R.M. Pyles Boys Camp & Oxnard Schools Partnership

Description of Services:

R.M. Pyles Boys Camp will provide a youth development and leadership program for students from Oxnard Schools. This program is designed to empower underserved youth through immersive outdoor education, mentorship, and leadership training.

Services will include:

Residential Summer Camp Experience: Selected students will participate in a multi-week wilderness camp focused on teamwork, resilience, and personal growth.

Year-Round Mentorship & Support: Follow-up programming, including mentorship, leadership workshops, and educational support, to reinforce skills learned at camp.

Transportation & Logistics: Coordination of student transportation to and from camp.

Service Term: July 1, 2025 – June 30, 2026

Rate: FREE

Total Cost for the Fiscal Year: FREE

Business Address:

R.M. Pyles Boys Camp 27211 Henry Mayo Drive, Valencia, CA 91355

Contact Information:

Name: Brandie McAdams

Email: brandie@pylescamp.com Phone: 661-294-1394 ext.2

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-29 – Envision Consulting Group, Inc. (Fox/Nocero)

Envision Consulting Group, Inc. will assist Oxnard School District with the yearly update and Spanish translation of the Annual Parent Rights Notification Handbook. This handbook, which is distributed to all district families at the beginning of each school year, provides critical information regarding district policies and procedures. It is revised annually to ensure alignment with updates to the California Education Code and other pertinent legislation.

California Education Code (EC) 48980 ("Ed Code") requires school districts to notify parents annually of their rights and responsibilities with respect to a number of topics listed in the Ed Code.

Term of Agreement: July 1, 2025 through June 30, 2028

FISCAL IMPACT:

Not to exceed: \$9,300.00 for the three (3) year term. (\$3,100.00/annually) – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-29 with Envision Consulting Group, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-29, Envision Consulting Group (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 Nu	umber
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individuall	by and between the OXNARD, (hereinafter y as a "Party" and collectively as the "Parties."
Provider	Telephone Nun	nber
Street Address	E-mail Address	
City, State, Zip code	Tax Identification or Social Security Number	
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHMI	ENT 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.

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- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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;
 - 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

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, whethe 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.	☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation
governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteer 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, whethe 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 persona 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	Date checked by school official:initials:
	governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteer 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, whethe 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 persona 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

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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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	



Quotation for Consulting Services

enVision Consulting Group, Inc.

Post Office Box 2038 Rancho Cucamonga, CA 91729 Agreement to perform consulting services to the Oxnard School District related to production of the Annual Parents' Rights Notification in English and Translation of Document into Spanish

DATE	SERVICES PERFORMED BY:	SERVICES PERFORMED FOR:
5/9/25	enVision Consulting Group, Inc. Post Office Box 2038 Rancho Cucamonga, CA 91729	Oxnard School District 4200 Olds Road Oxnard, CA 93033
		,

CONSULTANT'S RESPONSIBILITIES

- 1 Consultant shall collect, document and process the information necessary to prepare Annual Parents' Rights Notification (APN).
- 2 Consultant will provide completed English version of Annual Parent's Rights Notification in an electronic file (in a Portable Document Format) via email.
- 3 Consultant will make a good faith effort to prepare Annual Parent's Rights Notification in accordance with existing laws, regulations and applicable written guidelines.
- 4 Consultant shall translate from English to Spanish the Annual Parent's Rights Notification (using both programmatic and personal translation services) and will provide completed Spanish version of Annual Parent's Rights Notification in an electronic file for Spanish Version (in a portable Document Format) via email.

DISTRICT'S RESPONSIBILITIES

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

COMPENSATION

The total compensation fee for producing Annual Parents' Rights Notification (English and Spanish) for a total of \$7,050 (\$2,350 per fiscal year) for all services performed during the term of this contract – July 1, 2025 through June 30, 2028. District may elect to include up to 5 additional pages of information at the rate of \$500 billed in addition to the fixed rate for English, and \$250 billed in addition to the fixed rate for Spanish per fiscal year. This contract is for fiscal year 2025-26, 2026-27 & 2027-28 producing the 2025-26, 2026-27 & 2027-28 APNs. The contract includes all fees and expenses for travel and the invoice schedule is as follows:

70% Upon execution of contract
20% Upon delivery of SARC drafts
10% Upon delivery of completed, approved SARCs

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-30 - Action Preparedness Training (Fox/Nocero)

Glenda C. Mahon of Action Preparedness Training will provide CPR/AED and First Aid training sessions for school office personnel, including but not limited to Office Managers, Attendance Technicians, Secretaries, Office Assistants, Health Care Technicians, and Health Care Assistants district wide.

Participants who successfully complete the training will receive certifications that are valid for two (2) years. Each training session is designed to last between four (4) to six (6) hours. The cost of the training is \$70.00 per participant.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$7,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #25-30 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: Agreement #25-30, 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 N	Jumber
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."
Provider	Telephone Nu	mber
Street Address E-mail Address		es es
City, State, Zip code	Tax Identification or Social Security Number	
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	IENT 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.

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- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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, it governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteer 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 assume 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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 Oxnard School district
Pupil Services
July 1, 2025-June 30, 2026

March 1, 2025

Scope of Work

Action Preparedness Training proposes providing CPR/AED and First Aid training classes to school staff at competitive rates. Certifications are valid for 2 years. Classes typically run from 4-6 hours.

Times/ Dates: TBD as needed for the proposed time period

Cost: \$70 per OSD staff member, estimated 100 staff members total

Total cost for Fiscal Year not to exceed: \$7,000 (100 staff members)

Business Address: 951 Woodland Ave. Ojai, CA 93023

Contact information: Glenda Mahon 951 Woodland Ave. Ojai, CA 93023 (805) 340-6333

Glenda Mahon-EMT Owner [805] 340-6333

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-31 – Mindset Academy by SWEAT III (Fox/Perez)

Mindset Academy will provide group workshops centered on Social-Emotional Learning (SEL), Positive Behavioral Interventions and Supports (PBIS), student voice, and character education. Designed for staff, parents, and students, the program delivers practical tools and strategies through engaging assemblies and interactive workshops. Emphasizing mindset growth, student involvement, and emotional intelligence, the program includes a total of four service days to be held at Rose Avenue School.

Dates of Service: August 26, 2025, October 21, 2025, January 12, 2026, and March 10, 2026

FISCAL IMPACT:

Not to exceed \$12,200.00 – LCFF Funds

RECOMMENDATION:

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-31 with Mindset Academy, to provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for Rose Avenue School ELAC parents, August 26, 2025, October 21, 2025, January 12, 2026, and March 10, 2026, in the amount not to exceed \$12,200.00, to be paid out of LCFF Funds.

ADDITIONAL MATERIALS:

Attached: Agreement #25-31, Mindset Academy (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 N	Number
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."
Provider	Telephone Nu	mber
Street Address	E-mail Addres	58
City, State, Zip code	Tax Identifica	tion or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	MENT 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.

VCSSFA Rev. 6/20/2023 402

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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 Rose Avenue Elementary School

This agreement specifies the expectations of the partnership between Rose Avenue Elementary School and MINDSET ACADEMY by SWEAT III 826 Lighthouse Dr. West Sacramento, CA 95605 The partnership takes effect upon approval through June 2026

Student Engagement, Social and emotional development workshops

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

- SEL
- **PBIS**
- **FAMILY VOICE**
- RELATIONSHIP DEVELOPMENT

Services Provided to Rose Avenue Elementary School

- 1. 1 Kickoff Assembly (School wide)
- 1 parent workshop
 1 staff wellness session
- 4. 3 days of Mindset Academy Classroom visits 4th & 5th grade
 5. Materials
- 6. Equipment
- 7. Travel

Responsibilities of Contractor: Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for students
- Materials and Travel
- workshop series

Signature

SEL, Mind Setting, Character Development

Responsibilities of Rose Avenue Elementary School

- Secure the amount of \$12,200.00
- Will be invoiced in 1 amount of \$12,200.00 Services will be provided upon approval through June 2026

Mut	Date: 5/8/25
Program Representative	
	Date:
(Site/School) Representative	
	Date:
(Site/School) Representative	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-32, American Language Services (Fox/Ruvalcaba)

American Language Services will 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 during the 2025-2026 school year.

Term of Agreement: August 1, 2025 through July 31, 2026

FISCAL IMPACT:

Not to exceed \$30,000.00 – Title 1 Funds

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-32 with American Language Services.

ADDITIONAL MATERIALS:

Attached: Agreement #25-32, American Language Services (4 Pages)

Proposal (12 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 N	Number
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provide	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD , (hereinafter lly as a "Party" and collectively as the "Parties."
Provider	Telephone Nu	ımber
Street Address	E-mail Addres	SS
City, State, Zip code	Tax Identifica	tion or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	MENT 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.

VCSSFA Rev. 6/20/2023 408

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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 persona
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 intentiona
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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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.
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- 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. <u>Certificates of Insurance</u>. 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.
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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. <u>Failure to Procure Insurance</u>. 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.

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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	

Making The World Smaller

AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985

ISO Certified - 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. We provide a full range of multi-language communication services worldwide. Our language professionals are available 24 hours/7 days a week.

FULL SERVICES WORLDWIDE W/ LOCAL COVERAGE

As an industry leader we provide a full array of language services including:

TRANSLATION & LOCALIZATION: 200+ Languages

INTERPRETING: Video Remote (VRI), On-Site & Telephonic (OPI)

in 150+ Languages, working with all VRI Platforms

TRANSCRIPTIONS: Audio and Video to Text 100+ Languages **MEDIA**: Dubbing, Voiceovers, Subtitling & other studio services

By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. We are fluent in virtually every written and spoken language around the globe. We have accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are in hundreds of countries, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

WE UNDERSTAND YOUR NEEDS

AML-Global understands the needs of companies that work in the medical arena in Southern/California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

ISO Certified - 9001 & 13485

INTERPRETING

- In-Person, Video Remote (VRI) & Telephonic (OPI)
- Worldwide/with Local Coverage
- 24 Hours / 7 Days a week
- Certified & Qualified 200+ Languages
- Emergency & Last-minute scheduling
- Specializing in: IEP's, Parent Teacher Conferences, Staff Meetings, Disciplinary Hearing, Community Events, and Others.
- Simultaneous & Consecutive interpreting
- Native Speakers from around the globe

TRANSLATIONS & TRANSCRIPTIONS

- IEP's, Student Transcripts, Announcements, Handbooks, Newsletters, Community Meetings, and Others.
- Excellent Rates with Fast turnaround
- All Deadlines met
- Immediate Response for Quotes
- Meticulous and Precise
- Certified & Notarized documents
- Transcriptions, All media, 150+ Languages

DESKTOP PUBLISHING

- All Major Software
 - InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- 360 Degree Quality Control Process
- All translations include a 3 Step Process: Translation, Proofing & Editing
- ISO 9001 & 13485 Certified

WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE

ISO Certified - 9001 & 13485

TRANSLATION RATES

(Partial List of Key Languages) Supporting 200+ languages

LANGUAGE	PRICE PER WORD
Arabic	¢ 16, 10
	\$.1618
Chinese	\$.1619
Danish	\$.1822
Dutch	\$.1822
French	\$.1618
German	\$.1618
Hebrew	\$.1719
Italian	\$.1618
Japanese	\$.1719
Korean	\$.1719
Norwegian	\$.1822
Portuguese	\$.1518
Russian	\$.1618
Spanish	\$.1113
Swedish	\$.1822
Vietnamese	\$.1618

Translation rates include Translations, Proofing, and Editing

- All jobs are individually priced
- Price ranges above reflects standard turnaround times.
- Expedited delivery is available and is quote separately
- Rates are subject to change based on time of scheduling and other factors, without prior notification.
- Project volume, deadlines and technical elements may affect pricing
- Rates for Formatting, DTP & Certifications are quoted separately

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ISO Certified - 9001 & 13485

ON-SITE INTERPRETING RATES-SOUTHERN/CA

PRIME LANGUAGES

3 HOURS MIN.

HOURLY RATE

American Sign Language "ASL"	\$390	\$130
Spanish	\$375	\$125
Arabic	\$465	\$155
Armenian	\$435	\$145
Cantonese	\$495	\$165
French	\$495	\$165
German	\$495	\$165
Japanese	\$540	\$180
Korean	\$495	\$165
Mandarin	\$495	\$165
Portuguese	\$465	\$155
Punjabi	\$465	\$155
Russian	\$435	\$145
Tagalog	\$495	\$165
Vietnamese	\$495	\$165

LANGUAGES BY REGION

Most Middle Eastern	\$465	\$155
Most Asian	\$525	\$175
Most European	\$495	\$165

SPECIALIZED LANGUAGES

Hebrew, Greek, Thai, Czech, Indonesian, Mongolian, Croatian, Serbian, Slavic, Slovenian, Burmese,		
African, Lao, Indian, Filipino, Afghan, Pakistani & Others		
	\$465-\$555	\$155- \$185

ADDITIONAL SERVICES

Closed Captioning "CART" 2 hour minimum	\$490	\$245

- After 15 minutes times are billed per hour
- Travel and mileage fees may apply
- Rates are subject to change without advance notice based on availability and other factors
- Additional hours are charged after 8 hours at time & half.
- ASL assignments over 1 hour require two interpreters.
- 24-hour cancellation policy for most languages
- 48-hour Cancellation for ASL, Specialized & Other languages may vary by language and by project
- Certified interpreters available upon request.

ISO Certified - 9001 & 13485

VIDEO REMOTE INTERPRETING (VRI) PRICING SOUTHERN/CALIFORNIA

PRE-SCHEDULED

LANGUAGE PER HOUR	30 MIN. INCREMENTS
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American Sign Language "ASL"	\$120	\$60
Spanish	\$120	\$60
Most European	\$135-\$165	\$70-\$85
Most Asian	\$135-\$165	\$70-\$85
Most Middle Eastern	\$135-\$165	\$70 -\$85
Specialized	\$145-\$185	\$75-\$95
CART	\$145	N/A



- Easy to Set Up & Use
- 24-Hour Cancellation/ Pre-Scheduled
- 48-Hour Cancellation for ASL/Pre-Scheduled
- Specialized Languages-2-hour minimum
- Most Languages 1-hour minimum
- After the minimum hours, we charge by 30 minute increments.
- Rates are subject to change without prior notification

ISO Certified - 9001 & 13485

OVER THE PHONE RATES (OPI)

LANGUAGE	PER MINUTE RATE
PRE-SCHEDULED	
Spanish	\$1.80 per minute
Tier 1 Languages	\$2.35 per minute
Tier 2 Languages	\$2.65 per minute



Tier 1 Languages: (100+ Languages)

Including: Arabic, Hebrew, Farsi, Turkish, Armenian, Cantonese, Mandarin, Korean, Thai, Russian, Ukrainian, Portuguese, French, German, Italian, Tagalog, Vietnamese, Hindi, Urdu, Punjabi, Dari, Kurdish, Laotian, Dutch, Swedish, Norwegian, Danish and many others.

Tier 2 Languages: (50+ Languages)

Including: Hmong, Khmer, Burmese, Twi, Haitian Creole, Karen, Swahili, Samoan, Napoli, Somali, Fulani, Tamil and many others.

- Easy to Set-up & Use
- No late cancellation fee for on demand interpreting
- 1 Hour minimum per call charge
- After the minimum for OPI we charge by 30-minute increments
- Rates are subject to change without prior notification.

ISO Certified - 9001 & 13485

TRANSCRIPTION RATES

LANGUAGE		ST PER AUDIO NUTE/HOUR	LANGUAGE		PER AUDIO TE/HOUR
	(P	Partial List of ov	er 150 Languages)		
<u>ENGLISH</u>	Per Min	Per Hr		Per Min	Per Hr
English < > English	\$3.50	\$177	British English < > British English	\$3.50	\$210
AMERICAS					
	Per Min	Per Hr		Per Min	Per Hr
Spanish <> English	\$4.50	\$270	Portuguese < > English	\$7.50	\$450
EUROPEAN					
<u> LUKUI LAN</u>	Per Min	Per Hr		Per Min	Per Hr
Bulgarian < > English	\$8	\$480	Hungarian < > English	\$8	\$480
Catalan < > English	\$8	\$480	Italian <> English	\$8	\$480
Dutch <> English	\$8	\$480	Polish <> English	\$8	\$480
French <> English	\$8	\$480	Romanian <> English	\$8	\$480
German <> English	\$8	\$480	Russian <> English	\$8	\$480
Greek < > English	\$8	\$480	Ukrainian < > English	\$8	\$480
MIDDLE EASTERN		•			
	Per Min	Per Hr		Per Min	Per Hr
Arabic <> English	\$8	\$480	Hebrew < > English	\$12	\$720
Farsi <> English	\$8	\$480	Treeten () English	412	ψ, 2 0
	· ·	•	•		
<u>ASIAN</u>	Per Min	Per Hr		Per Min	Per Hr
Armenian < > English	\$8.00	\$480	Indonesian < >English	\$9.50	\$570
Khmer <> English	\$9.50	\$570	Japanese <> English	\$12.00	\$720
Cebuano <> English	\$7.50	\$450	Korean <> English	\$12.00	\$720
Chinese <> English	\$7.50	\$450	Kurdish <> English	\$9.50	\$570
Dari < > English	\$7.50	\$450	Pashto <> English	\$7.50	\$450
Hindi <> English	\$7.50	\$450	Punjabi <> English	\$7.50	\$450
Hmong < > English	\$11.50	\$690	Tagalog < > English	\$7.50	\$450
Taiwanese < > English	\$9.50	\$570	Thai < > English	\$11.50	\$660
Turkish <> English	\$8.00	\$480	Urdu <> English	\$7.50	\$450
Vietnamese < > English	\$9.50	\$570			

EXPEDITED DELIVERY AVAILABLE

- All jobs are individually priced
- Cost & turnaround time is determined by quality of audio, number or speakers, density of audio, time coding and audio format
- Rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language & specific requirements
- Expedited rates will apply



Dear Teresa, 04/01/2025

Thank you for the opportunity to work with Oxnard School District on your interpreting and translation assignments. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over three decades, American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 200 languages (including ASL & CART services). AML-Global is one of the largest language service providers in the United States. For Interpreting, we utilize our state-of-the-art proprietary database with one of the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. For Translation, we have earned an excellent reputation by delivering cost-effective, timely and great quality work with fast turnaround times We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	08/01/2025 - 06/30/2026
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

Guidelines

AML-Global will confirm the interpretation assignment with the client. AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information on a timely basis or at all may severely hamper the interpreter's ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

Terms

Client agrees to pay AML-Global net: 30 days from the completion of the assignment.

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for

cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. Interpreters and technicians are offered locally based on availability at the time of scheduling. We strongly recommend that you finalize the booking in the recommended time of 60-90 days prior to event, to the extent that it is possible, and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract must be in writing and when received is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event - 10% cancelation fee, 29 -15 days calendar days prior to the event - 20% cancelation fee and 14 - 3 calendar days prior to the event - 40% cancelation fee, less than 3 calendar days full fee.

Based on the interpreter's location, there may be additional charges for travel, mileage, accommodations, food, transportation and interpreting. Scheduling in less than the recommended time frame for your event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney's fees.

Translation:

Company Name:	Oxnard School District
Project:	TBD
Languages:	TBD
Estimated Word Count:	TBD
Price/Word:	See rate chart Translation
Formatting/DTP:	
Estimated at hours at \$75 per hour.	

Translation:

Optional Certification

If you need the document certified, an additional \$50.00 per certification will be charged. In order not to delay processing, the client must provide the document title, on a timely basis. AML–Global will create a title if we are not given one in a timely manner. AML-Global certification process is a follows: AML-Global certifies in a one-page affidavit that the completed translation is a true and accurate representation of the original document. We affirm that we have retained a professional translator. We then notarize the affidavit on one separate page and mail the client the original copy. If you would like to see an example of what we use, please request one and we will be happy to send it to you.

We utilize National Association Notary forms to notarize the affidavit, which constitutes the official "Certification". AML-Global cannot guarantee that these forms will be acceptable to the institution they are being sent to and we are not responsible for the decisions of the receiving party. The forms we use are industry standard and are generally acceptable. Before starting the assignment, and depending on the

language combination, an ATA Certified, Judicial Council or other State Certified linguist may be requested, to translate and/or to certify the translations. If this is requested and/or we are required to change our standard certification and/or translation process, we are happy to do so, but please note this may affect

the total cost of the project. If this is requested after the start of the project, this will affect the total cost of the project.

Translation Process

As an ISO 9001 and 13485 Certified company we adhere to comprehensive and well-established processes to achieve the highest quality translations. Our translation process centers on a 360-degree feedback mechanism. It starts with our experienced teams of native speaking linguists and project managers who translate and edit text. The text is translated, reviewed by an external editor and reviewed again by our multilingual project managers. Adjustments are made accordingly throughout the process to ensure the final product is a consistent and precisely accurate localized document. To augment our quality system, we have the most up to date document technology available and all documents are treated with the highest degree of confidentially and security within our entire system. Our detailed processes have proven to be highly effective over a long period of time.

Deliverables

To achieve the highest quality of translation, AML-Global requests that each client provide us with a preferential glossary of terms (if one exists). This will ensure that preferential word usage is properly followed.

There are many options for delivery to complete a project (Word, PDF, Excel, rolling basis, with bates numbers, etc.). In the outset of the project, you will decide what methods you will require. AML-Global will need all instructions and all files, including source files at the inception of the project. If all files are not received on a timely basis or any changes occur afterwards, this may lead to adjustments in delivery schedules as well as additional fees being charged.

Post Delivery & Editing

Please note the client has a right within 14 business days to ask AML-Global to review any potential adjustments to the translation project that may be needed and to determine if they are preferential in nature. If they are preferential in nature and the client has not provided a glossary of terms for the words and phrases in question, AML-Global has the right to charge for these post edits at the hourly fee of \$75.00/hour with a 1-hour minimum. After 14 days, AML-Global has the right to charge for any changes.

If the project involves desktop publishing (DTP), editing, or formatting, and editing needs to be made post final delivery, this will result in additional costs at the same hourly rates quoted at the start of the project. Please note that the turnaround times quoted do not include time for client review, preferential changes and post editing. Proofing of final documents in which the client has provided DTP services will be billed at \$75 per hour.

Agreed and Accepted	AML Gobal: Jay Herzog_Sr Account Executive
Date_04/01/2025	Oxnard School District
Date	



AMERICAN LANGUAGE SERVICES EDUCATIONAL CLIENTS (PARTIAL LIST)

ABC Unified School District

Acton School District Office Garvey School District

Alhambra Unified School District Glendale Unified School District **Anaheim City School District** Glendora Unified School District

Antelope School District Gorman School District

Hacienda La Puente Unified School District Arizona State University

Azusa Unified School District **Hampton University** Baldwin Park Unified School District Harvey Mudd College **Bassett Unified School District** Hawthorne School district

Bellflower Unified School District Hermosa Beach City School District Beverly Hills Unified School District Hughes Elizabeth Lakes School District Bonita Unified School District Inglewood Unified School District

Carlsbad Unified School District Keppel School District

Castaic Union School District La Canada Unified School System

Centinella Valley Union School District Lancaster School District Charter Oak Unified School District Las Virgenes School District Claremont Unified School District LAUSD (Los Angeles) Community Outreach

Lawndale School District

Compton Unified School District LAUSD District 8, A, B, C, D, E, F, G, H, I, J **LAUSD Translation Unit** Conejo Valley Unified School District

Learn.com School

Corinne A. Seeds University Elementary

Corona Norco Unified School District Lennox School District

Covina Valley Unified School District Little Lake City School District

Crescenta Valley Water District Long Beach City College CITD-CMTAC Culver City Unified School District Long Beach City College CITD-CMTAC

DeVry University Long Beach Unified School District

Duarte Unified School District Los Angeles County Office of Education

East Whittier City School District Los Nietos School District

Eastside Union District Lynwood Unified School District

El Rancho Unified School District Marquez Charter School

El Segundo Unified School District **MIND Institute**

Monrovia Unified School District Fairbanks North Star Borough School District Montebello Unified School District

Federal Wage and Labor Law Institute Newhall School District

Franklin Elementary School



AMERICAN LANGUAGE SERVICES BUSINESS CLIENTS (PARTIAL LIST)

Orange County Department of Education SELPA Los Angeles USD
Oxnard School District SELPA Norwalk – La Mirada

Palmdale School District SELPA Pasadena
Palos Verdes Peninsula SELPA Santa Clarita

Paramount Unified School District SELPA Southwest Service Area (Lawndale)

Pasadena Unified School District SELPA Tri-Cities (Beverly Hills)

Placer County Office of Education SELPA Ventura County

Pomona Unified School District SELPA Whittier Area CO-OP

Redondo Beach Unified School District

Simi Valley Unified School District

South Pasadena Unified School District

Riverside Unified School District South Whittier School District

Rosemead School District Southern CA School of Interpreting

Rowland Unified School District Stanford University

San Bernardino County Schools

Sulphur Springs School District

San Diego School District

Temple City Unified School District

San Francisco Unified School District

Torrance Unified School District

San Gabriel Unified School District UCEA

San Marino Unified School District UCLA Law School

Santa Monica – Malibu School District UCLA Molecular Pharmacology Department

Saugus School District University of Southern California

SELP Casa Pacifica Walnut Valley Unified School District
SELPA Antelope Valley West Covina Unified School District
SELPA Corona-Norco USD Western Psychological Services

SELPA Downey-Montebello Westside School District
SELPA East San Gabriel Valley (Arcadia) Whittier City School District

SELPA East San Gabriel Valley (Covina) Whittier Union High School District
SELPA East Valley Consortium William S. Hart Union School District

SELPA Foothill (Glendale) Wilson School District
SELPA Long Beach Wiseburn School District

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net www.alsglobal.net

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-33 – Safe & Civil Schools (Fox/Nocero)

Safe & Civil Schools will provide administrators, teachers, and staff with foundational training aimed at establishing and strengthening Tier 1 systems that foster a positive school climate, enhance campus safety, reduce disciplinary referrals, and improve student attendance. These outcomes collectively support student wellness and academic achievement.

Trainers from Safe & Civil Schools will collaborate directly with site based PBIS (Positive Behavioral Interventions and Supports) teams, as well as with school and district leadership, to provide focused coaching and strategic support. Their work will guide the development and implementation of effective, sustainable behavior support frameworks across school sites.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Total not to exceed \$110,000.00 – LCFF Funding

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-33 with Safe & Civil Schools.

ADDITIONAL MATERIALS:

Attached: Agreement #25-33, Safe & Civil Schools (15 Pages)

Proposal (6 Pages)



SERVICES AGREEMENT

Requisi	tion Number	Purchase Order Number	-
Contrac	et Number		
This S	ervices Agreement (the "Agreement") is mad	le and entered into this day of	, 20
by and	between Oxnard School District (hereinafter	referred to as "District") and	,
(hereir	nafter referred to as "Provider.")		
PF	ROVIDER.		
	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 a is attached hereto and incorporated herein by	as more particularly described on "Statement or y this reference ("Services").	of Work" which
В.		reason of training, experience, preparation an g such Services, upon and subject to the terms	

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.

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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 subconsultants 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.

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Contract Number	

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

District	Provider	
Attn:	Attn:	
Street	Street	
	<u> </u>	
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.

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Contract Number	_

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,	\$ 1,000,000.00	\$ 2,000,000.00
Partnership, Corporation, or Other		. ,

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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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
☐ Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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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 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.

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• •	e executed this agreement as of the date first written above. By signing ered 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:	

Contract Number

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 receipts.	required. Canceled checks are not accepted as
PAYMENT SCHEDULE:	
Please send invoices to jnocero@oxnardsd.org and accou	untspayable@oxnardsd.org. Net 30 Terms
ADDITIONAL COSTS OF EXPENSES:	
N/A	

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EXHIBIT C REQUIRED CERTIFICATIONS

Serv	ices A	Agreement Dated:	, 2025	
Pro	vider:			-
Dep Dist	rider an artmen	nd its subconsultant's and that of Justice (CDOJ) if they apployee in connection with the	meir employees, agents an may interact with any st me Services. Provider cer	Education Code Section 45125.1) and representatives (each, a "Provider Party") are required to submit fingerprints to the California and control of the student's parent or guardian or a stiffies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing the requirements of Education Code section 45125.1, as follows (Provider to check one box):
	th er fi P P	nrough an educational app of imployee OR (b) who was id ingerprints to the CDOJ and arty. Provider will not allow enal Code §1192(c) to prov	or cloud-based system) of entified by District as a plant of that Provider has received any person who has been dide any Service. Provide	might access a District facility and/or interact with a District pupil in any manner (including utside of the immediate supervision and control of the student's parent or guardian or a District person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted yed from the CDOJ a valid criminal records summary as described in §44237 for said Provider on convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in will not allow any such Provider Party to perform any Service until Provider ascertains that the with Education Code § 45125.1 is on file with Provider.
		The fingerprinting requirement of the financial states of the fina	ents do not apply becau	se the Services are being provided on an emergency or exceptional situation as contemplated
	b		ervices or Services conce	se Provider Parties will have no opportunity to interact with a District students in any manner erning student records will be provided; and/or (ii) the Services will be provided at a school site tion etc.).
info	matio	n above concerning complia	ance with Education Cod OOJ report is changed or	(i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the e Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will updated with respect to Provider Party. Documents provided by the CDOJ will be retained by tative(s) upon request.
			Name	Title of Authorized Representative
			Signat	ure/ Date
II.				ion Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , Board of Trustees as follows (Provider to check the applicable statement below):
		Provider Parties, any subconthis Agreement, have <i>only i</i>		tive employees, representatives or agents will, in connection with the provision of Services under hany District student(s).
]	has for each such Provider a physician/surgeon, obtain	Party: (A) obtained and fied and filed copies of the	on of Services, have more than limited contact with District students. Therefore, the Provider filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a representation (s), all in compliance with the provisions of Education Code § 49406. It ideas and will provide a copy to District upon request.
info	matio	n above concerning compli	ance with Education Co	am an authorized representative of Provider qualified to provide this Certification, that the de § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all the requirements before having more than limited contact with District students.
			Name/	Title of Authorized Representative
			Signat	ure/ Date
Cor	ıtract	Number	Pa	age 14 of 15

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:	
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April 15, 2025

SAFE AND CIVIL SCHOOLS CONTINUATION OF FOUNDATIONS TRAINING PROPOSAL OF SERVICES

For: Dr. Jodi Nocero, Director Oxnard School District, henceforth known as "District" Oxnard, California

Pacific Northwest Publishing, Inc. dba: Safe & Civil Schools 21 W. 6th Avenue Eugene OR 97401 (541) 345-6431 fax

Prepared by:

Elizabeth Winford
Director of Professional Development
Safe & Civil Schools
800.323.8819
Elizabeth@safeandcivilschools.com



FALL 2025

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person September 29-30, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person October 16-17, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
	SUBTOTAL	\$30,800.00



Year 2 of Foundations Winter 2026

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person February 2-3, 2026	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
District Leadership Team Oversight of the Continuance of Foundations – Cohorts 1 & 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person February 4, 2026	\$6,800.00 per consecutive day
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person February 5-6, 2026	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
	SUBTOTAL	\$37,600.00



Year 2 of Foundations Spring 2026

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person April 20-21, 2026	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
District Leadership Team Oversight of the Continuance of Foundations – Cohorts 1 & 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person April 22, 2026	\$6,800.00 per consecutive day
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person April 23-24, 2026	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
	SUBTOTAL	\$37,600.00



SUMMARY OF FEES

PAGE 2 SUBTOTAL	\$30,800.00
PAGE 3 SUBTOTAL	\$37,600.00
PAGE 4 SUBTOTAL	\$37,600.00
TOTAL	\$106,000.00 plus any additional materials needed



FEES

On-site services: \$6,000 per day plus travel expenses. If a flat rate is requested, \$8,600.00* per day plus materials will be used for the first day and \$6,800 per consecutive day.

Virtual services: \$6,000 per day (no travel expenses)

*Exception to fees: When any of the following trainers are used, the fee will be \$8,000 per day plus travel expenses. These trainers are Jacob Edwards, Susan Isaacs, Tricia Skyles and Jessica Sprick. Should a flat rate be requested, the rate will be based upon \$10,600.00 for the first day and \$8,800.00 per any additional consecutive day.

When travel requires more than 8 hours of flights: Should a full day be required for travel, an additional fee of \$4,500 will be required per travel day.

MATERIALS

Required materials are offered at a discount from Ancora Publishing, in conjunction with contracted consultation services only. Please phone our office for details. **Books listed on the proposal of services are required per participant unless otherwise listed.** District agrees to adhere to the copyright and order one book per person that will be attending services. Verification of purchase will take place no less than six weeks prior to the date of service. **Deadline: August 16, 2025.** If there is a failure to meet this requirement, Safe & Civil Schools reserves the right to cancel the service(s) and bill accordingly.

Cancellations and Other Considerations:

- If any events fail to occur within the contracted timeline due to District action or inaction, District agrees to pay in full the fees associated with fully executed contract.
- If the District must cancel an in-person event, the District may request that the session(s) be provided virtually, with or without a live audience. At the request of the District, a recording of the session(s) will be made available to the District for a period not to exceed 30 days from the time of service.
- District agrees it will not schedule services until funding has been appropriated.
- It is the responsibility of the District to ensure only authorized individuals sign contracts or issue Purchase Orders.
- The District recognizes that Safe and Civil Schools does not offer a Trainer of Trainers (TOT).

Additional Fees:

When three or more trainers are assigned in any single quarter, Safe & Civil Schools applies a Large Group Initiative (LGI) coordination service fee of \$6,000 per quarter (October-December, January-March, April-June, July-September) in which services occur. Once a contract is fully executed, a lead trainer will be assigned to coordinate logistics, content, etc between the Entity and SCS. – N/A

On-site Services Travel Policy:

If weekly COVID-19 case rates in your county are greater than 200/100,000 the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.

Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO. Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant emerges or other highly communicable virus.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-34 – Recovery Starts Now (Fox/Nocero)

Recovery Starts Now will provide specialized clinicians who are trained to deliver therapeutic substance use prevention and intervention services to students in grades 6–8. A dedicated team of six counselors provides support to help students address substance use challenges, establish personal goals, and connect with essential resources to enhance both their academic and personal well-being. These services are funded through our mental health grant, Learning Communities for School Success Program.

Terms of Agreement: August 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$214,000.00 - Learning Communities for School Success Program Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-34 with Recovery Starts Now.

ADDITIONAL MATERIALS:

Attached: Agreement #25-34, Recovery Starts Now (15 Pages)

Scope of Work (6 Pages)



SERVICES AGREEMENT

requisi	tion Number	Purchase Order Number	
Contrac	et Number		
This S	Services Agreement (the "Agreement") is made	de and entered into this day of	, 20
		er referred to as "District") and	
(herein	nafter referred to as "Provider.")		
PF	ROVIDER.		
	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 is attached hereto and incorporated herein b	as more particularly described on "Statement or by this reference ("Services").	of Work" which
В.	· 1	y reason of training, experience, preparation and such Services, upon and subject to the terms	

N 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.

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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,

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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 subconsultants 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.

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

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

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

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

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

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

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

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

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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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
☐ Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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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 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.

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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.

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OXNARD SCHOOL DIS District	TRICT Provider	
Signature	Signature	
Name	Name	

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.

Title

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Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK SCHEDULE:	

Contract Number

SCHEDULE OF FEES

FEES	:	
	Compensation for Services	\$
	Actual and Necessary Travel Expenses	\$

\$ Total Amount not to Exceed

Deposit

\$_____

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

\$ _____

receipts.

PAYMENT SCHEDULE:

Other Expenses

Please send invoices to jnocero@oxnardsd.org and accountspayable@oxnardsd.org. Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

Balance Due after Completion of Services

N/A

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EXHIBIT C REQUIRED CERTIFICATIONS

Serv	ices A	Agreement Dated:	, 2025	
Pro	vider:			-
Dep Dist	rider an artmen	nd its subconsultant's and that of Justice (CDOJ) if they apployee in connection with the	meir employees, agents an may interact with any st me Services. Provider cer	Education Code Section 45125.1) and representatives (each, a "Provider Party") are required to submit fingerprints to the California and control of the student's parent or guardian or a stiffies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing the requirements of Education Code section 45125.1, as follows (Provider to check one box):
	th er fi P P	nrough an educational app of imployee OR (b) who was id ingerprints to the CDOJ and arty. Provider will not allow enal Code §1192(c) to prov	or cloud-based system) of entified by District as a plant of that Provider has received any person who has been dide any Service. Provide	might access a District facility and/or interact with a District pupil in any manner (including utside of the immediate supervision and control of the student's parent or guardian or a District person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted yed from the CDOJ a valid criminal records summary as described in §44237 for said Provider on convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in will not allow any such Provider Party to perform any Service until Provider ascertains that the with Education Code § 45125.1 is on file with Provider.
		The fingerprinting requirement of the financial states of the fina	ents do not apply becau	se the Services are being provided on an emergency or exceptional situation as contemplated
	b		ervices or Services conce	se Provider Parties will have no opportunity to interact with a District students in any manner erning student records will be provided; and/or (ii) the Services will be provided at a school site tion etc.).
info	matio	n above concerning complia	ance with Education Cod OOJ report is changed or	(i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the e Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will updated with respect to Provider Party. Documents provided by the CDOJ will be retained by tative(s) upon request.
			Name	Title of Authorized Representative
			Signat	ure/ Date
II.				ion Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , Board of Trustees as follows (Provider to check the applicable statement below):
		Provider Parties, any subconthis Agreement, have <i>only i</i>		tive employees, representatives or agents will, in connection with the provision of Services under hany District student(s).
]	has for each such Provider a physician/surgeon, obtain	Party: (A) obtained and fied and filed copies of the	on of Services, have more than limited contact with District students. Therefore, the Provider filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a representation (s), all in compliance with the provisions of Education Code § 49406. It ideas and will provide a copy to District upon request.
info	matio	n above concerning compli	ance with Education Co	am an authorized representative of Provider qualified to provide this Certification, that the de § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all the requirements before having more than limited contact with District students.
			Name/	Title of Authorized Representative
			Signat	ure/ Date
Cor	ıtract	Number	Pa	age 14 of 15

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:



1-Year Updated Scope of Work and Cost Proposal

Contractor: Recovery Starts Now

Contracting Entity: Oxnard School District, Oxnard, California

Service Period: 11-months August 2025-June 2026

Total Contract Cost: \$214,000

Purpose

The purpose of this agreement is to formalize the partnership between Recovery Starts Now and the Oxnard School District in providing comprehensive substance use counseling, prevention, and mental health support services to junior high school students in grades 6 through 8. The program is designed to improve academic outcomes and overall student wellbeing through a combination of individual and group interventions, education, family involvement, and case management. Services are to be delivered across 10 campuses, by a team of six trained counselors under the guidance of a Clinical Director.

This revised contract includes significant expansions in service delivery to meet the evolving needs of students and families. These enhancements include:

- Crisis intervention services outside of the original Monday through Wednesday schedule
- Family and Friends Support Groups (English and Spanish)
- Winter and Spring Break/no school days student check-ins
- Monthly student incentives
- An increase in individual counseling sessions from 1-3 to 3-10 sessions per campus, per day

Scope of Work with Costs

Service Delivery Schedule:

- Days of Service: Monday through Wednesday (with added crisis intervention as needed)
- Hours of Service per Campus: 3 hours per day
- Campuses Served per Day: 3-4 campuses
- Total Campuses Served per Week: 10 campuses
- Service Duration: 1 Year

Individual Counseling (1-on-1 Sessions)

- **Purpose:** Deliver intensive, personalized support for students experiencing substance use or mental health challenges.
- **Frequency:** 3 to 10 individual sessions per campus per day, each lasting approximately 30 minutes.
- **Estimated Time Commitment:** 10 to 40 sessions per campus per week, totaling approximately 10 to 100 sessions weekly across 10 campuses.
- Hourly Rate: \$88/hour
- Estimated Monthly Cost: \$8,000 \$12,000

Group Counseling

- **Purpose:** Facilitate peer-based support focused on substance use prevention, emotional regulation, and healthy choices.
- **Frequency:** 3 hours per day, 3 days per week
- Estimated Time Commitment: 25 hours per month
- **Hourly Rate:** \$88/hour
- Estimated Monthly Cost: \$2,200

Goal Setting and Progress Reviews

- **Purpose:** Help students set personal goals, review progress biweekly, and adapt recovery plans accordingly.
- **Frequency:** Integrated into individual counseling, with 1 hour per campus per week for reviews.
- Estimated Time Commitment: 38 hours per month
- Hourly Rate: \$88/hour
- Estimated Monthly Cost: \$3,300

Case Management and Referrals

- **Purpose:** Coordinate student care with internal and external services, including higher level referrals.
- **Frequency:** As needed, with baseline of 1.5 hours per campus per week.
- Estimated Time Commitment: 54 hours per month
- Hourly Rate: \$88/hour
- Estimated Monthly Cost: \$4,800

Education and Prevention Workshops

- **Purpose:** Provide monthly substance use prevention education and mental health awareness sessions per campus.
- Frequency: One workshop per campus per month, ranging from 1–3 hours.
- Estimated Time Commitment: 10 to 30 hours per month
- Hourly Rate: \$88/hour
- Estimated Monthly Cost: \$1,100 \$2,700

Supervision and Administrative Oversight

- **Purpose:** Ensure quality control through weekly supervision by the Clinical Director and administrative coordination.
- Estimated Time Commitment: 19-50 hours per week
- Hourly Rate: \$100/hour
- Estimated Monthly Cost: \$1000-\$5000

Crisis Intervention Services

- **Purpose:** Provide urgent response and support for high-risk student situations occurring outside regular hours.
- Availability: As needed
- Estimated Monthly Allocation: \$5,000

Family and Friends Support Groups

- **Purpose:** Provide community support to caregivers and family members of affected students.
- Frequency: 2 sessions per week (1 English, 1 Spanish)
- Estimated Monthly Allocation: \$4,500

Student Check-ins During Breaks

• **Purpose:** Offer emotional support and continuity of care during winter, spring, and other school breaks.

• Frequency: As needed, in 5–20-minute Telehealth or phone call check-ins

• Estimated Monthly Allocation: \$2,200

Student Incentives

• Purpose: Encourage consistent participation and goal attainment among students

• Budget: \$500/month

Summary of Costs

Service Component	Monthly Cost
Individual Counseling (Expanded)	\$8,000-\$12,000
Group Counseling	\$2,200
Goal Setting and Progress Reviews	\$3,300
Case Management and Referrals	\$4,800
Education and Prevention Workshops	\$1,100-\$2,700
Supervision/Admin Oversight	\$1000-\$5000
Crisis Intervention Services	\$5,000

Service Component (Continued)	Monthly Cost (Continued)
Family and Friends Support Groups	\$4,500
Student Check-ins (Break Periods)	\$2,200
Student Incentives	\$500.00
Total Monthly Contract Cost (Capped)	\$26,750 Per Month

Payment Schedule

Year 1

Monthly Installments: \$26,750 per month

• **Invoice Terms:** Eight (8) Invoices submitted monthly by Recovery Starts Now; payments due within 30 days of receipt by Oxnard School District

• Total Service Period: 11 months August 2025-June 2026

• Total Compensation: Not to exceed \$214,000

The total contract amount of \$214,000 will cover all services provided under this agreement over the 1-year period.

Payment Terms: Payments will be made in fixed monthly installments. The total contract amount will be divided into eight (8) equal monthly payments, regardless of the number of hours of service provided or the number of students served.

Payment Schedule: Payments will be issued on a monthly basis, with each installment reflecting one-eighth of the total contract cost, regardless of the specific service delivery or student engagement during that month.

Invoices: Recovery Starts Now will submit monthly invoices for the agreed-upon amount, and the Oxnard School District will process payments within 30 days of receipt of each invoice. This arrangement ensures that Recovery Starts Now receives consistent payment throughout the contract period, supporting the continuity of services and financial stability of the program. Payments will be invoiced monthly based, with a total contract value not exceeding \$214,000 cost, over the 11-month period.

Payments are due within 30 days of invoice receipt by the Oxnard School District.

Reporting and Evaluation

- **Progress Reports:** Monthly reports submitted to the Oxnard School District, outlining services delivered, student participation, and impact.
- **Final Evaluation:** A comprehensive program report at the end of the contract period, with recommendations for future planning.

Compensation Breakdown (Per Hour, Counselor)

Counselor Salary: \$40/hourInsurance Costs: \$9/hour

• Worker's Compensation: \$9/hour

• Administrative and Overhead: \$30/hour

• **Total:** \$88/hour

Clinical Director Supervision: \$100/hour

Conclusion

This updated Scope of Work and Cost Proposal reflects an expanded and responsive model of care tailored to meet the increasing needs of students and families within the Oxnard School District. With comprehensive in-school support, family outreach, crisis services, and ongoing check-ins, the program ensures impactful, accessible, and continuous care over the course of the 1-year agreement. Recovery Starts Now is committed to fostering safe, substance-free school environments that empower students to thrive academically, socially, and emotionally. By committing to a 1-year partnership with scheduled cost increases that account for inflation, staffing, and program expansion, this proposal ensures sustainability, quality assurance, and continuity of care for students and their families.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-35 – CJ Seto Support Services, LLC. (Carroll/Magana)

CJ Seto Support Services, LLC will conduct chemical inventory updates of the science labs at the following sites: Frank, Fremont, and Lopez Intermediate Schools, as well as seven K-8 schools—Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala. As part of the inventory process, the team will gather detailed information to accurately identify the appropriate Safety Data Sheets (SDS) for each location.

Following the completion of the chemical inventories, the team will perform comprehensive SDS searches for all identified chemicals. Each school will receive both an electronic and hardcopy SDS binder tailored to its specific inventory. Additionally, the District will be provided with a master binder that includes all SDS documents and a compiled inventory for every school site.

Any expired chemicals identified during the inventory process will be properly disposed of in accordance with safety and environmental regulations.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$12,480.00 - Safety Credits Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-35 with CJ Seto Support Services, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-35, CJ Seto Support Services LLC. (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 N	Jumber	
Contract Number			
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."	
Provider	Telephone Nu	mber	
Street Address	E-mail Addres	es es	
City, State, Zip code	Tax Identificat	Tax Identification or Social Security Number	
Services			
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	IENT 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.

VCSSFA Rev. 6/20/2023 469

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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;
 - 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

Makila Food Facility mannit | Tanananany Food Facility mannit | Evaporat | most show do sumantation

□ 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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		
Interim Director, Purchasing	Signature	Date



April 28, 2025

Norma Magana Oxnard School District 1051 S. A Street Oxnard, CA 93030

Subj: PROPOSAL TO PROVIDE CHEMICAL INVENTORY SERVICES, CHEMICAL HYGIENE PLAN TRAINING, AND SAFETY DATA SHEET BINDERS

Dear Norma,

Per your request, CJSeto Support Services, LLC (CJS) is pleased to present the following proposal to provide Oxnard School District with environmental compliance services to include the following tasks:

- Chemical Inventories: We will conduct chemical inventory updates at Frank, Fremont, and Lopez Intermediate Schools, and seven K-8 schools (Chavez, Driffill, Lemonwood, Marshall, Curren, Soria and Kamala). Our team will collect the following information that can be used to identify the proper Safety Data Sheet (SDS) for that location. Data collected will include:
 - Chemical Name;
 - Manufacturer Name;
 - Product Number;
 - Type of container;
 - Size of container;
 - · Quantity remaining in the container; and
 - Location of container.

NOTE: We will only inventory those items in the manufacturer's original container and original label. Secondary containers come from other sources and may result in inaccurate inventories.

We will put barcodes on each new container and collect the information related to that container. This information is then entered into a chemical inventory database so that future inventories can be performed much quicker and provide easy access to inventory information when needed.

Estimated time to complete: Half a day at each location for the onsite work, and another week to prepare the report.



2. Safety Data Sheet Binders: We will conduct Safety Data Sheet (SDS) searches for chemicals based on the inventories performed at each of the school locations. At the completion of this project, each school will receive an electronic copy along with their respective hardcopy SDS'. The District will receive a master binder with all the SDS' along with each location's inventory.

FEE/PAYMENT SCHEDULE

CJSeto proposes to provide the above services on a per task basis using the table below.

Breakdown of Estimated Costs

			-
		#	
Task/Item	Unit Cost	Units	Cost
1 (Chemical Inventory in Database - 10 schools)			
Project Lead	\$ 150.00	2	\$ 300.00
Field Chemist	\$ 85.00	24	\$ 2,040.00
Field Technician	\$ 65.00	48	\$ 3,120.00
Data Entry	\$ 55.00	32	\$ 1,760.00
Report	\$ 250.00	10	\$ 2,500.00
Total			\$ 9,720.00
2 Safety Data Sheet Binders			
SDS Search	\$5.00	277	\$ 1,385.00
SDS Electronic Copy	\$25.00	11	\$ 275.00
SDS Binders	\$100.00	11	\$ 1,100 00
Total			\$ 2,760.00

\$12,480.00

ACCEPTANCE

You can accept this proposal by having an authorized representative issue a Purchase Order referencing this proposal. Please direct any questions regarding this proposal to the undersigned. We appreciate the opportunity to be of service to you.

Respectfully submitted,

Chet Seto

Managing Director

CJSeto Support Services, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-36, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

The Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE Region 17), will reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or their eligible parents or guardians, as previously agreed upon and approved by VCOE Region 17.

VCOE Region 17 will be responsible for verifying the eligibility of students and parents to receive services under the Migrant Education Program. The office will also provide the necessary training for District classified and/or certificated staff who work directly or indirectly with eligible migrant students and their families. In support of program implementation, VCOE Region 17 will supply required office materials, resources, and official documentation forms.

VCOE Region 17 will provide supplementary services to eligible migrant students participating in both the Summer School Migrant Program and the Regular School Year Migrant Program. Reimbursement for costs specifically related to transportation and custodial supplementary services will not exceed \$18,000.00.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$18,000.00 in reimbursement to the Oxnard School District by the Ventura County Office of Education, Migrant Education Program

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-36 with the Ventura County Office of Education, Migrant Education Program.

ADDITIONAL MATERIALS:

Attached: Agreement #25-36, VCOE Migrant Education Program (3 Pages)

OSD AGREEMENT #25-36



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made	e and entered into	by and between
	(Da	ate)
(District or Charter School)	(hereinafter referred to as "l	Local Educational Agency" or "LEA") and
Ventura County Office of Education (hereinafter ref	ferred to as "VCOE"). VCOE and	LEA may be referred to herein individually as a
"Party" and collectively as the "Parties."		
LEA	Contact Name	
Street Address	Contact Telepho	one Number
City, State, Zip code	Contact E-mail A	Address

Services. Services will be provided as 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 ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

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

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

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. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

Non-Discrimination and Equal Employment Opportunity. VCOE 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.

Fingerprinting. VCOE shall ensure that VCOE 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. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

Rev 04/19/2023 476

Inter-District Agreement for Services

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.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next 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.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injuryor damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused byor result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent suchliability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

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: 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms				
VCOE Department Administrator	VCOE Signature	Date		
VCOE Executive Director Internal Business Services	VCOE Signature	Date		
Local Educational Agency Approval				
LEA Business Office Administrator Signs	ature	 Date		

Page | 2 of 3 477

STATEMENT OF WORK

Term (required) . The term of this Agreement shall commence on parties may agree to annual extensions after expiration of the initial term.	and terminate on	The
Fees (required).		
Compensation or Cost for Services	\$	
Other Ancillary Cost or fees, as applicable	\$	
Total not to Exceed	\$	

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-39 – The Baldwin Group West, LLC. (Carroll/Magaña)

The Baldwin Group West, LLC will provide comprehensive health and welfare consulting services to support the district in managing its employee benefits program. These services include negotiating annual insurance renewals, marketing benefit options, illustrating cost impacts, conducting contribution modeling, and developing employee communication materials. This support also encompasses implementing an online benefits enrollment system, creating and distributing annual retiree enrollment packets, organizing Open Enrollment meetings, managing compliance-related matters, and providing ongoing advocacy for both active employees and retirees with benefit-related concerns.

The Baldwin Group West, LLC will serve as the District's Affordable Care Act (ACA) compliance consultant. This role includes assistance with full-time employee analysis, variable hour tracking assessments, and ACA reporting—specifically the preparation, editing, electronic filing, and mailing of IRS Forms 1095-C and 1094-C.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$167,476.00.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-39 with The Baldwin Group West, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-39, The Baldwin Group West, LLC (4 Pages) Proposal (4 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 N	Number
Contract Number		
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."
Provider	Telephone Nu	mber
Street Address	E-mail Addres	58
City, State, Zip code	Tax Identifica	tion or Social Security Number
Services		
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	MENT 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.

VCSSFA Rev. 6/20/2023 480

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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;
 - 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

Makila Food Facility mannit | Tanananany Food Facility mannit | Evaporat | most show do sumantation

indobine rood racinity permit. I remporary rood racinity permit. I 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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	ts terms		
Provider Authorized Signer	Signature	Date	
Oxnard School District			
Interim Director, Purchasing	Signature	Date	



Scope of Services

The following constitutes The Baldwin Group West, LLC's Scope of Services for the Oxnard School District.

Professional services and consultative guidance to be provided respecting the following benefit plans and programs:

- Medical Insurance
- o Dental Insurance
- Vision Insurance
- o Life Insurance
- o Accidental Death and Dismemberment Insurance
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Supplemental Life Insurance
- o Voluntary Benefits through American Fidelity

Strategic Benefit Planning:

The Firm will assist in the development of overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

Benefit Design:

The Firm will work to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

Administration:

The Firm will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.

Funding:

The Firm will advise and offer counsel regarding program funding alternatives, including review of fee proposals, recommending of budget rates and employee contribution rates; selection and procuring appropriate stop loss terms; and monitoring of program costs against Client expectations.

Communication:

The Firm will assist in drafting employee communications including benefit summaries and shall assist in the review of plan documents and insurance certificates during the planning and enrollment process.

ACA Consulting Services:

The Firm will offer professional advice and actionable consultative guidance respecting certain ACA-related obligations and requirements, as detailed below:

- o Preparation ACA readiness analysis & financial modeling;
- o Offering ACA compliance consultative support and related guidance as to the applicability and actionability of underlying individual employer requirements;
- Performance of actuarial value assessment modeling;
- Monitoring and reporting of forecasting and other solutions related to plan affordability;
- Assisting in the performance of full-time employee analysis and variable hour employee tracking;



- Providing guidance and other consultative support with respect to the annual ACA Employer Information Reporting requirements, as administered by the US Department of the Treasury;
- o Preparing and communicating summaries of the Firm's compliance assuredness recommendations; and,
- Hosting webinars, educational meetings, and other learning presentations, as well as producing and disseminating of related collateral.

• Regulatory and Legal Compliance Assuredness Resources:

On an as needed and reoccurring basis, the Firm will offer learning and education support, including informational and educational collateral and other professional education resources explaining relevant legislative and regulatory activities which affect or otherwise impact Client's employee benefit plans. Representative learning and education support topics include the following: the ACA, COBRA, ERISA, PHSA, SCA, HIPAA, MHPAEA, FMLA, USERRA, certain sections of the Internal Revenue Code ("IRC"), including Sections 125 and 105(h), HIPAA Non-discrimination in the wellness programming context, employee benefits related state-level statutes, certain local ordinances, as well as other legally and regulatorily imposed employee benefit related mandates.

Meetings with Client and Vendors:

Services offered by the Firm will include attendance at, and facilitation of, regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

- The Firm shall meet with Client to review all activities performed by the Firm. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- The Firm shall meet with Client to discuss and review Client's programs, plans and benefit features, the state of the individual and group marketplaces, any progress made toward achieving strategic planning, and developments within Client's organization.

Day-to-Day Administrative Issues:

The Firm shall offer consultative guidance respecting the daily administration of plans and programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.

• Data Analysis:

Upon receipt of acceptable claims data, the Firm will provide Client with a summary health plan management dashboard analyzing health care claims paid during the previous of up to 24 months.

Personnel:

The Firm will assign its personnel according to Client's needs and expectations, and according to the disciplines required to complete such appointed task(s), in a professional manner. The Firm retains the right to substitute personnel with reasonable cause.

The Account Management Team shall consist of the following individuals:

Primary Service Team:

Maggie Lepore, Vice President Sheridan Eaddy, Client Executive Danny Rodriguez, Client Manager Additional Key Resources:

Caitlin Harrison, Associate Communications Director Patrick Clark, Sr Health Intelligence Data Analyst



Exhibit 2: Compensation

Full-Service Consulting Fees

Service Description	Fee
 Benefits Consulting, Development & Cost Management Strategic plan development & management Renewal evaluation, marketing & negotiations Cost analysis, market study & carrier trend analysis Comprehensive plan design evaluation Network comparisons and utilization Benchmarking data research and reports Targeted consumerism assessment (HSA, FSA, HRA, CDHP, etc.) Continual account stewardship reporting 	\$13,248 per month Not to exceed: \$158,976 per year
 Underwriting and Analytics In-house industry underwriters Budgeting & contribution modeling Self-funding feasibility analysis Claims analysis - self funded & fully insured (based on carrier availability) 	Included in above annual fee
Affordable Care Act Compliance	Not to exceed: \$8,500 per year
 Other Compliance Services (State and Federal) In-house attorneys, compliance department (the Baldwin Regulatory Compliance Cooperative) ACA, COBRA, HIPAA, ERISA, MHPAEA, FMLA, Internal Revenue Code, and state & federal legislative updates and educational materials specific to employee benefit plan and program compliance requirements Limited contract review & annual and periodic notice disclosures 	Included in above annual fee
Communications In-House marketing & communications design team Onboarding - EE & open enrollment meetings - face-to-face / webinars Custom benefit enrollment brochures Employee surveys Total compensation statements, hidden paychecks	Included in above annual fee

3 baldwin.com



Market ready collateral (ACA, wellness, financial tips, etc.)	
Innovation & Technology In-house or independent review of technology solutions EDI & systems management and integration Online HR portal with market ready collateral Employee benefits portal	Included in above annual fee
Health & Well-Being In-house wellness consultants Wellness initiatives and ongoing support, active participation on committee Health fairs and flu shots support	Included in above annual fee
Value Added Services Benefits Hotline / call center, multilingual staff Eligibility, claim, billing and access to care resolution COBRA administration HR consulting and unlimited online training	Included in above annual fee

	Oxnard School District	The Baldwin Group West, LLC		
Signature:				
Printed Name:				

baldwin.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-46 – Every Special Child, LLC (DeGenna/Jefferson)

Every Special Child, LLC will provide temporary services to students in the Oxnard School District in alignment with each student's Individualized Education Program (IEP). These services may include both direct and consultative support, as required for the specified positions. Additionally, Every Special Child, LLC may perform assessments, prepare assessment reports, participate in and present at IEP meetings, establish student goals, and track progress toward those goals.

Service Providers:

- · Paraprofessionals
- · Speech Language Pathologist/Speech Language Pathologist Assistant
- · Special Education Teacher
- School Psychologist
- · Occupational Therapist

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$140,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-46 with Every Special Child, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-46, Every Special Child LLC (15 Pages)

Rate Sheet (1 Page)



SERVICES AGREEMENT

OF DIP.		
Requisition Number	Purchase Order Number	_
Contract Number	_	
This Services Agreement (the "Agreement") is a	made and entered into this day of	, 20
by and between Oxnard School District (hereina	after referred to as "District") and	
(hereinafter referred to as "Provider.")		
PROVIDER.		
Provider	Telephone Number	<u> </u>
Street Address	Fax Number	<u> </u>
City, State, Zip code	E-mail Address	<u> </u>
Tax Identification or Social Security Number	License Number (if applicable)	_
A. District desires to engage Provider service is attached hereto and incorporated herei	ces as more particularly described on "Statement on by this reference ("Services").	t of Work" which
	s by reason of training, experience, preparation adding such Services, upon and subject to the term	
NOW THEREFORE, for valuable consideration	n, the receipt and sufficiency of which are hereb	y 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.

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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,

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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 subconsultants 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.

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Contract Number	_

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

District	Provider	
Attn:	Attn:	
Street	Street	
	<u> </u>	
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.

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Contract Number	_

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

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

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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate		
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00		
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00		
☐ Cyber Liability	\$ 5,000,000.00			
☐ Other:	\$	\$		

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

Page	7	of	1	4
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- 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. <u>Failure to Procure Insurance</u>. 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."

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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 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.

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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.

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Contract Number	_

OXNARD SO District	HOOL DISTRICT Provider
By: Signature	Signature
Name	Name

below, Provider certifies that it has not altered any provision of the body of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:		
WORK SCHEDULE:		

Contract Number

SCHEDULE OF FEES

F	F	ES	
	_	ᆫ	ì

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 and khenry@oxnardsd.org Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

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EXHIBIT C REQUIRED CERTIFICATIONS

Ser	vices Agreement Dated:	, 2 <u>025</u>	
Pro	vider:		
Dep Dist	artment of Justice (CDOJ) if they ma rict employee in connection with the S	employees, agents and repressy interact with any student of Services. Provider certifies to	ion Code Section 45125.1) sentatives (each, a "Provider Party") are required to submit fingerprints to the California outside of the immediate supervision and control of the student's parent or guardian or a the Superintendent and the Board of Trustees of the District that it is, or prior to providing airements of Education Code section 45125.1, as follows (Provider to check one box):
	through an educational app or cl employee OR (b) who was ident fingerprints to the CDOJ and the Party. Provider will not allow an Penal Code §1192(c) to provide	loud-based system) outside of ified by District as a person rat Provider has received from by person who has been convany Service. Provider will no	access a District facility and/or interact with a District pupil in any manner (including of the immediate supervision and control of the student's parent or guardian or a District equiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted in the CDOJ a valid criminal records summary as described in §44237 for said Provider icted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in the tallow any such Provider Party to perform any Service until Provider ascertains that the ducation Code § 45125.1 is on file with Provider.
	☐ The fingerprinting requirements under section § 45125.1(b).	do not apply because the	Services are being provided on an emergency or exceptional situation as contemplated
		ces or Services concerning s	rider Parties will have no opportunity to interact with a District students in any manner tudent records will be provided; and/or (ii) the Services will be provided at a school site c.).
info	rmation above concerning compliance	e with Education Code Section report is changed or update	an authorized representative of Provider qualified to provide this Certification; (ii) the on 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will do with respect to Provider Party. Documents provided by the CDOJ will be retained by a upon request.
		Name/ Title (of Authorized Representative
		Signature/ Da	nte
II.			de Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , of Trustees as follows (Provider to check the applicable statement below):
	Provider Parties, any subconsulthis Agreement, have <i>only limit</i>		ployees, representatives or agents will, in connection with the provision of Services under District student(s).
	has for each such Provider Part a physician/surgeon, obtained a	ty: (A) obtained and filed pro and filed copies of their TB e	ervices, have more than limited contact with District students. Therefore, the Provider of on completion of the required TB risk assessment(s) and (B) if deemed necessary by examination(s), all in compliance with the provisions of Education Code § 49406. rties and will provide a copy to District upon request.
info	rmation above concerning complianc	e with Education Code § 49	Authorized representative of Provider qualified to provide this Certification, that the 406 is accurate and complete as of the date hereof, and that, during the Term, I and all rements before having more than limited contact with District students.
		Name/ Title (of Authorized Representative
		Signature/ Da	ate
Cor	ntract Number	Page 14	of 15

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:	
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Rate Sheet School Year 2025-26

Sr. No.	Certified Services	Rate	Period
1	Special Education Teachers	\$85-\$90	Hourly
2	Teaching Assistants/Paraprofessionals	\$50	Hourly
3	Child Care Instructors	\$45-\$48	Hourly
4	Specialized Deaf and Hard of Hearing	\$90-\$95	Hourly
5	Visually Impaired Teachers	\$90-\$95	Hourly
6	Speech/Language Pathologists	\$105-\$115	Hourly
7	Speech/Language Pathologist Assistants	\$75-\$80	Hourly
8	BSN/RN/School Nurses	\$85-\$90	Hourly
9	License Vocational Nurses (LVN)	\$70-\$75	Hourly
10	School Psychologists	\$100-\$125	Hourly
11	Occupational Therapists	\$95-\$105	Hourly
12	Social Worker (LSW)	\$85-\$90	Hourly
13	Registered Behavior Technicians	\$50-\$60	Hourly
14	Board Certified Behavior Analysts (BCBA)	\$85-\$95	Hourly
15	General Education Teachers	\$55-\$80	Hourly
16	Physical Education Teachers	\$85-\$95	Hourly
	Classified Services	Pay rate	Period
1	Teaching Assistants/Paraprofessionals	\$50	Hourly
2	Parent Educator	\$40-\$45	Hourly
3	Health Technician	\$40-\$45	Hourly
4	HR Coordinators	\$40-\$45	Hourly
5	Administrative Assistants	\$40-\$45	Hourly
6	Payroll Technicians	\$40-\$45	Hourly
7	Executive Assistants	\$45-\$55	Hourly
8	Custodian/Grounds Technicians	\$35-\$40	Hourly
9	Food Service Workers	\$35-40	Hourly

Note: If you have any other staffing needs which is not in the list please feel free to reach out to discuss.

Phone: (800) 671-2654

Note: The above-mentioned rates are all inclusive, which means you do not pay any additional fees to the State, Federal Taxes, worker compensation, Social Security etc. Any other payment is preapproved by the school/district authorities in writing.

EVERY SPECIAL CHILD LLC 288 Durham Avenue Metuchen, NJ 08840

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-47 – Aequor Healthcare Services LLC. (DeGenna/Jefferson)

Aequor Healthcare Services LLC will provide a deaf and hard-of-hearing teacher to the Special Education Department.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$200,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees approve Agreement #25-47 with Aequor Healthcare Services LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-47, Aequor Healthcare Services LLC. (15 Pages)

Rate Sheet (1 Page)



SERVICES AGREEMENT

Requisi	tion Number	Purchase Order Number	
Contrac	t Number		
This S	ervices Agreement (the "Agreement") is made	and entered into this day of	, 20
by and	between Oxnard School District (hereinafter r	referred to as "District") and	<u>,</u>
(hereir	nafter referred to as "Provider.")		
PR	ROVIDER.		
	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 is attached hereto and incorporated herein by	more particularly described on "Statement of V this reference ("Services").	Work" which
В.	* *	eason of training, experience, preparation and c such Services, upon and subject to the terms an	-

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.

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Contract Number	 C

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	PERFORM	ANCE.	The	term	of	this	Agreement	shall	con	nmence	on
			20, ar	nd termin	nate on			, 20	•	All	work	and
	services	contracted	for	under	tl	ne	teri	ms of	this		Agree	ment
	shall be unde	ertaken and com	pleted in s	uch sequ	ience as	s to a	ssure tl	heir full com	pletion in	acco	ordance	with
	the terms and	d conditions set	forth in th	is Agree	ment.							

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.

- ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this 7. 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 subconsultants 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
- **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at 8. 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 nonperformance 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.

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

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

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

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

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

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

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

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

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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

- c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
☐ Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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Contract Number	_

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 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.

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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.

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	TNESS WHEREOF, the parties have executed to, Provider certifies that it has not altered any pro-	his agreement as of the date first written above. By sign vision of the body of this Agreement.	ning
	OXNARD SCHOOL DISTRICT District	Provider	
By:	Singulation .	<u>C:</u>	

Signature	Signature
Name	Name
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK SCHEDULE:	

Contract Number

SCHEDULE OF FEES

	00112022 01 1 220	
FEES:		
Compensation for Services		\$
Actual and Necessary Travel	Expenses	\$
Other Expenses		\$
Total Amount not to Exceed		\$
Deposit		\$
Balance Due after Completio	n of Services	\$
Proper invoicing is required. receipts.	Receipts for expenses are required.	Canceled checks are not accepted as
PAYMENT SCHEDULE:		
	mitted monthly to djefferson@oxna ountspayable@oxnardsd.org. Terr	

ADDITIONAL COSTS OF EXPENSES:

N/A

Page 13 of 15 Contract Number

EXHIBIT C REQUIRED CERTIFICATIONS

Services Agreement Dated:, 2025	
Provider:	
Department of Justice (CDOJ) if they may interact with District employee in connection with the Services. Provide	tents and representatives (each, a "Provider Party") are required to submit fingerprints to the California any student outside of the immediate supervision and control of the student's parent or guardian or a der certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing the with the requirements of Education Code section 45125.1, as follows (Provider to check one box):
through an educational app or cloud-based sys employee OR (b) who was identified by District fingerprints to the CDOJ and that Provider has Party. Provider will not allow any person who Penal Code §1192(c) to provide any Service. P	who: (a) might access a District facility and/or interact with a District pupil in any manner (including tem) outside of the immediate supervision and control of the student's parent or guardian or a District at as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted a received from the CDOJ a valid criminal records summary as described in §44237 for said Provider has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in rovider will not allow any such Provider Party to perform any Service until Provider ascertains that the apliant with Education Code § 45125.1 is on file with Provider.
☐ The fingerprinting requirements do not apply under section § 45125.1(b).	because the Services are being provided on an emergency or exceptional situation as contemplated
	because Provider Parties will have no opportunity to interact with a District students in any manner sconcerning student records will be provided; and/or (ii) the Services will be provided at a school site onstruction etc.).
information above concerning compliance with Education	that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the on Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will aged or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by appresentative(s) upon request.
	Name/ Title of Authorized Representative
	Signature/ Date
	Education Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , nt and Board of Trustees as follows (Provider to check the applicable statement below):
☐ Provider Parties, any subconsultants, and any this Agreement, have <i>only limited or no cont</i>	respective employees, representatives or agents will, in connection with the provision of Services under act with any District student(s).
has for each such Provider Party: (A) obtaine a physician/surgeon, obtained and filed copie	provision of Services, have more than limited contact with District students. Therefore, the Provider d and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by s of their TB examination(s), all in compliance with the provisions of Education Code § 49406. h Provider Parties and will provide a copy to District upon request.
information above concerning compliance with Educati	that I am an authorized representative of Provider qualified to provide this Certification, that the on Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all learance requirements before having more than limited contact with District students.
	Name/ Title of Authorized Representative
	Aumo, And of Aumorized Representative
	Signature/ Date
Contract Number	Page 14 of 15

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:	
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Discipline	Hourly Rate
Speech Language Pathologist	\$100/monolingual & \$110/bilingual
SLPA	\$85/monolingual & \$90/bilingual
Occupational Therapist	\$100
COTA	\$85
Special Education Teachers	\$100
School Psychologist	\$125
Physical Therapist	\$100
BCBA	\$120
RBT	\$50
Paraprofessionals	\$40
RN	\$85
LVN	\$75
CNA	\$60
Social Worker	\$100
DHH/TVI	\$120
Interpreter	\$75 non EIPA certified & \$85 EIPA certified

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (Hubbard/CFW)

On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project ("Project"). This Project requires an approved DSA Class 1 Inspector for inspection services related to the construction of the Project. KENCO Construction Services, Inc. provided a response to a Request for Proposal for Onsite Inspection Services for the Rose Avenue Elementary School Reconstruction Project.

The City has granted approval of the off-site plans and a schedule for completion of the project has been established. With this established schedule, the duration of Inspection Services has been determined to be required through March of 2026.

The purpose of this item is to provide funds for additional IOR services for the Rose Avenue Elementary School Reconstruction project.

Term of Amendment #004: April 1, 2025 through March 30, 2026

FISCAL IMPACT:

\$221,760.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #004 (5 Pages)

Agreement #21-140, Kenco Construction Services Inc (21 Pages)

Amendment No. 004 to Inspector of Record Services to be provided for the Rose Avenue Elementary School Construction Project Agreement #21-140

The Inspector of Record (IOR) Services Agreement ("Agreement") #21-140 entered into on October 20, 2021, by and between the Oxnard School District ("District") and Kenco Construction Services, Inc, is hereby amended by the parties as set forth in this Amendment No. 004 to the Agreement for Consultant Services, Inspector of Record Services Agreement ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Kenco Construction Services, Inc. to provide Inspector of Record (IOR) Inspection services for the Rose Avenue Elementary School Reconstruction Project ("Project") of the District's Facilities Implementation Plan.

WHEREAS, the Inspector of Record has provided Inspection Services required by Division of the State Architect ("DSA") for their records;

WHEREAS, due to the existing conditions requiring additional Inspection Services exceeding the agreed amount of Exhibit "A" in the Agreement #21-140;

WHEREAS, the Board of Trustees has taken certain actions to approve the Inspector of Record services for the Rose Avenue Elementary School Reconstruction Project currently under construction;

WHEREAS, additional Inspector of Record (IOR) services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspector of Record services as IOR including DSA required inspections through the completion of the project;

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

<u>AMENDMENT</u>

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.1 Additional Compensation for Rose Avenue Elementary School Reconstruction Project for additional Work. The Inspector of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit "D" thereto, with respect to the Project. IOR agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In

consideration for the amended basic services and deliverables, the IOR agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

A. Two Hundred Twenty-One Thousand Seven Hundred Sixty Dollars and Zero Cents (\$221,760.00) for Amendment No. 004 and the attached proposal received from Kenco Construction Services, Inc. dated April 20, 2025, is to adjust the base fee paid to Kenco Construction Services, Inc. according to the original Service Agreement #21-140 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

Two Hundred Twenty-One Thousand Seven Hundred Sixty Dollars and Zero Cents (\$221,760.00)

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

The Parties agree that all other provisions of the Inspector of Record Services Agreement entered into and executed by the Parties on **October 20, 2021** remain in full force and effect. The Inspector of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

	OM WHAD SCHOOL DISTRICT.		
By:			
	Melissa Reyes	Date:	
	Director, Purchasing		
Kence	o Construction Services, Inc.		
By:		<u> </u>	
-	Ken Hinge, President	Date:	

OXNARD SCHOOL DISTRICT:

EXHIBIT "F"

PROPOSALS ATTACHED



DSA INSPECTIONS / MANAGEMENT A Division of the State Architects

www.kencoconstructionservices.com

"Building Safe Schools"

EIN #27-2782038 SOS Corp. # 3245180

Rose Ave. 4th Proposal Extension for DSA "Onsite" Inspections.

Date: 04-20-25

Project Client: Oxnard School District

1055 South C Street (805) 385-1514

Proposed Projects: Rose Avenue – K-5 New School Campus

220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 inspector to provide certified inspections for the construction and completion

of Phase TWO of the new Rose Elementary School and campus, including site utilities per the DSA approved drawings. All documentation and DSA requirements included.

NOTE: Laboratory, geo/soil or special inspections are not included.

Project Rate: \$110.00 per hour for DSA inspections with a 4-hour minimum per site visit until

the approved drawings are complete.

Unless additional work becomes necessary per the district, the hours are estimated

not to exceed 8 hrs. per day. OT rate is \$165.00 per hr.

> > **Total Estimated Proposal:** \$ 221,760.00

<u>Note:</u> Please be advised that all inspections are subject to <u>contractor performance</u>. Therefore, the <u>total cost proposal</u> is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with the approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 through 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

Page 1

- 1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
- 2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
- 3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
- 4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
- 5. This Agreement shall begin on or about **April 1st**, **2025**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationships with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
- 6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of \$110.00 per hour DSA inspection, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with the required site accounting. KENCO Construction Services should provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
- 7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
- 8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge	X	
Ken Hinge, President	District Authorized Agent	
KENCO Construction Services, Inc.	Oxnard School District	
Date: 04-20-25	Date:	

Page 2

OXNARD SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION FACILITY CONSTRUCTION PROJECT

This Agreement for Consultant Services ("Agreement") is entered into as of this 20th day of October 2021, by and between the Oxnard School District ("District"), with offices located at 1051 South "A" Street, Oxnard, California 93030, and Kenco Construction Services, Inc. ("Consultant"), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties".

RECITALS

- **A.** District is authorized by California Government Code section 53060 and District's Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative, and other matters. District has sought, by issuance of a Request for Proposal ("Proposal"), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.
- **B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District's sole discretion.
- C. The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services. The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in Exhibit "D" Scope of Services, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement. Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the "Term"). This Agreement is a single service Agreement specific to requested services to be performed for the Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033 ("Project"), as described in Kenco Construction Services, Inc's Proposal dated June 15, 2021.

- 4. Time for Performance. The scope of Services set forth in Exhibit "D" shall be completed during the Term referenced under item Section 3 above. If Services indicated in Exhibit "D" cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 5. Additional Services. Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. Compensation and Method of Payment. In exchange for Consultant's services, District shall pay an amount to Consultant not to exceed the amount set forth in Exhibit "A" Compensation & Rate/Fee Schedule, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. If any expenses stated within Consultant's invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
 - a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

7. Responsibilities of Consultant:

- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit "D"**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in Exhibit "D," having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the State Architect ("DSA"), the Office of Public School Construction ("OPSC"), the State Facilities Planning Division ("SFPD"), California Department of Education ("CDE"), the California Department of General Services ("DGS"), the Department of Toxic Substance Control ("DTSC"), the California Environmental Quality Act ("CEQA"), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District's Program Manager, Caldwell Flores Winters, Inc. ("Program Manager"). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination. This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
 - a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services. In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- **12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

13. Default.

- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District. If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant's guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants' time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
 - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
 - Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
 - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees 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, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").
- 19. Confidential Information. All information gained during performance of the Services and all Documents or other work produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:
 - a) Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the Services performed hereunder.
 - b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB 9270 (BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB)E, and that it [____] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.
- 21. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
 - a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit "C," prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 22. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- 24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, 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 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 District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
- 25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 26. Subcontracting. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator. Lisa Franz shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.
- **28.** Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
 - a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

29. Indemnification.

- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in Exhibit "D," Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

- 30. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or subconsultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to Exhibit "B."
- **31. Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1051 South A Street Oxnard, California, 93030

Attention: Dr. Karling Aguilera-Fort, Superintendent

Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.

Oxnard School District Sr. Program Manager

815 Colorado Boulevard, Suite 201

Los Angeles, CA 90041 Attention: Rick Ostrander Telephone: (323) 202-2550 Email: rostrander@cfwinc.com

To Consultant: Kenco Construction Services, Inc.

4664 Romola Ave. La Vern, CA 91750

Attention: Kenneth Hinge, President

Telephone(714) 981-2752

Email: kenhinge@kenco-inc.com

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered 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; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

32. Disputes. Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, et seq.

- 33. Excusable Delays. 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 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.
- **34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- **35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- **36. Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither 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 Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- **38.** Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- **39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT

Signature (1. I/Q)

LISA A. FRANZ
Typed Name/Title

10-22 202

Date

KENCO CONSTRUCTION SERVICES, INC.

Signature

Typed Name/Title

10-15-21

Date

Tax Identification Number: 27-278203 F

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$367,080.00

- II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
 - A. <u>Travel and Mileage</u>. Consultant 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 Consultant's office to District's office or to the Project site will not be approved for reimbursement.
 - **B.** Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.
 - **C.** Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.
 - **D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV. Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.
 - **A.** Acceptable back-up for billings shall include, but not be limited to:
 - **a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - **b.** Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein 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 suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by 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 Consultant's sole and exclusive compensation and District shall have no liability to Consultant 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.

EXHIBIT "B"

INSURANCE

- I. <u>Insurance Requirements</u>. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's counsel, in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:
 - A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
 - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
 - (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles:
 - 2. blanket contractual;
 - 3. broad form property damage;
 - **4.** products/completed operations; and
 - **5.** personal injury.
 - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

- II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
- A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to District.
 - B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.
- (1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- **A.** If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- **B.** Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant 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 Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant'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 Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's 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 Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

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

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

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

- 1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
- 2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant'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 DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant'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 section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors employees is

Name:

Title:

Consultant Services Agreement Rose Ave Reconstruction Project Oxnard School District

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 Consultant shall come in contract with District pupils.

Consultant'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 Consultant.

Date:	10-15-21
Proper Name of Consultant:	Hemely's KENNEYL HIMORE
Signature:	level ly:
Ву:	
Its:	

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated September 20, 2021

EXHIBIT "E" TO AGREEMENT FOR CONSULTANT SERVICES #21-140

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is a	ıttached [] cor	istitute $[X]$
do not constitute governmental decisions or staff services within the meaning of the Conflict o	of Interest Code.	Therefore,
the Consultant, KENCO CONSTRUCTION SERVICES, INC., who will provide Services	under the Agreer	nent, []
is [X] is not subject to disclosure obligations.		

Date: 0-22-2021

I ica A Franz

Director, Purchasing



DSA INSPECTIONS / MANAGEMENT A Division of the State Architects

EIN #27-2782038 SOS Corp. # 3245180 www.kencoconstructionservices.com

"Building Safe Schools"

Proposal for DSA "Onsite" Inspection.

Date:

09-20-21

Project Client:

Oxnard School District 1055 South C Street

(805) 385-1514

Proposed Projects:

Rose Avenue – K-5 New School Campus

220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number:

#03-119284

DSA File Number: 56-22

Proposed Scope of Work:

One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school

and all site work. All documentation and DSA requirements included.

NOTE: Laboratory, geo/soil or special inspections <u>are not</u> included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1st, 2021.

Project Rate:

\$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until

the approved drawings are complete.

Unless additional work becomes necessary per the district, the hours are estimated

not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

Estimated Cost:

Total Estimated Proposal: \$367,080.00

<u>Note:</u> Please be advised that all inspections are subject to <u>contractor performance</u>. Therefore, the <u>total cost proposal</u> is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc. 4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

- 1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
- 2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
- 3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
- 4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
- 5. This Agreement shall begin on or about **October 21st, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
- 6. The Oxnard School District agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of \$95.00 per hour DSA inspection, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
- 7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
- 8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

Ken Hinge, President

KENCO Construction Services, Inc.

Date:

09-20-21

District Authorized Agent

Oxnard School District

Date: 10-22-202

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects for Architectural Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District has received the State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

On October 18, 2023, the Board of Trustees approved Agreement #23-160 with Flewelling Moody Architects for architectural services on the Marina West Elementary School PS/TK/K project.

The purpose of this item is to provide funds for additional Architectural Services for the project related to additional structural calculations for the new trash enclosure and electrical equipment pad.

Term of Amendment #001: February 15, 2025 through June 30, 2026

FISCAL IMPACT:

\$3,840.00 - Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects.

ADDITIONAL MATERIALS:

Attached: Amendment #001 (2 Pages)

Proposal (3 Pages)

Agreement #23-160, Flewelling & Moody Architects (55 Pages)

Amendment No. 001 to Architect Services Agreement No. 23-160

The Architect Services Agreement No. 23-160 ("Agreement") entered into on October 18, 2023, by and between the Oxnard School District ("District") and Flewelling Moody Architects, Inc. ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 23-160 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Marina West Elementary School PS/Tk/K Project ("Project");

WHEREAS, the Architect has submitted the construction documents to the Division of the State Architect ("DSA") for their review and has received approval;

WHEREAS, the Board of Trustees has approved the design of the Marina West PS/TK/K project;

WHEREAS, the Board recognizes that the various components of work must be approved by DSA and additional design services will be required;

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

AMENDMENT

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for the Marina West Elementary School PS/TK/K Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling: Three Thousand Eight Hundred Forty Dollars and No Cents (\$3,840.00). This fee shall include all the work necessary to complete the drawings necessary for the design of a new trash enclosure and electrical equipment pad including the costs of any sub-consultants or any specialty consultants.

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

The Parties agree that all other provisions of the Architectural Services Agreement No. 23-160 entered into and executed by the Parties on October 18, 2023 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: Melissa Reyes, Director, Purchasing	Date:	
FLEWELLING MOODY ARCHITECTS, INC.:		
By:Scott Gaudineer, Managing Principal	 Date:	



Additional Services #1 Proposal for:

New Transitional Kindergarten Facilities at Marina West Elementary School Oxnard School District

Located at 2501 Carob Street Oxnard, California 93035

Submitted to: Gerald Schober Caldwell Flores Winters, Inc. January 8, 2025

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I. Scope of Work Description

DSA Structural review comments require structural calculations to be provided in order to justify new trash enclosure footing size, gate design, gate anchorage, as well as the concrete pad design for new electrical transformer, including structural connection details. The project currently does not have a structural engineer on board.

II. Scope of Services

Structural engineer will review the DSA comments, provide supporting structural calculations and details for justification, and attend DSA backcheck meeting as required.

III. Design Consultants

This proposal includes the services of the following consultant:

1. Structural Engineer: MRH Structural Engineers, Inc.

IV. Professional Service Fees

Flewelling & Moody's proposed fee for the specified scope of services shall be a fixed fee in the amount of \$3,840 based on the information provided.

Sincerely,	Accepted by:
------------	--------------

01/08/2025 Scott F. Gaudineer, A)A, C-14211

President / CEO

Flewelling & Moody, Inc.

Date

Gerald Schober

Vice President, Implementation Services

Caldwell Flores Winters, Inc.

AGREEMENT #23-160 FOR ARCHITECTURAL

SERVICES BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

October 18, 2023

FOR

Marina West ECDC

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services ("Agreement") is entered into on this 18th day of October, 2023 by and between Flewelling and Moody, Inc., an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "Architect"), with a business address at 815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041 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 18, 2023. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

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

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

- 1.1.17 "Change Order Request" or "COR" shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).
- **1.1.18** "CHPS" shall mean Collaborative for High Performance Schools.
- **1.1.19** "Construction Budget" shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.
- 1.1.20 "Construction Cost" shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and excluding (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 "Construction Documents" shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- **1.1.22** "Construction Manager" shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 "Construction Document Phase" shall have the meaning set forth in Exhibit B.
- **1.1.24** "Construction Phase(s)" shall mean individual construction contract packages that are bid separately.
- 1.1.25 "Constructability Review" shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.
- **1.1.26** "Contractor" shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- **1.1.27** "Contractor Payment Application" shall mean a Contractor's written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- **1.1.28 "Design Bid Build"** shall mean a project delivery method defined by the following characteristic design and construction are separate contracts.
- 1.1.29 "Design Development Phase" shall have the meaning set forth in Exhibit B.

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

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

- 1.1.60 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 EMPLOYMENT OF ARCHITECT

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

\$385,000.00

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:

Architectural Phases			
1	Project Initiation Phase	2.0%	
2	Development of Architectural Program	2.0%	
3	Schematic Design Phase	10.0%	
4	Design Development Phase	17.0%	
5	Construction Documents Phase	40.0%	
6	Bidding Phase	2.5%	
7	Construction Phase	20.0%	
8	Project Close Out Phase	6.5%	
To	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.
- 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 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 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 \$2,000.00:

- 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 <u>Approval Letter</u> 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 MARINA WEST ELEMENTARY SCHOOL ECDC**

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

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

SECTION 6 DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 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 nonmonetary 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.
- **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.
- **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 my 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 Ag	.greement
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Oxnard School District	

Marina West ECDC Project

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

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

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 Interim Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

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 Oxnard School District
Marina West ECDC Project

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) <u>California Fair Employment and Housing Act</u> (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) <u>Federal Civil Right Act of 1964</u> (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) <u>Title I of the Americans With Disabilities Act of 1990</u> (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) <u>California Labor Code Section 1102.1</u> 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: Scott Gaudineer, C-14211

Title: President/CEO

Date: October 19, 2023

District

mil Dinabi Pu

Date: 10-30-3023

EXHIBIT "A"

PROJECT

Pursuant to Board action, the Oxnard School District (District) applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program (Program) in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District is scheduled to receive a State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

Projected Grant Budget and Award of Funds Schedule

The District is required to provide a district match of approximately \$2.7 million to receive a total of \$8.2 million in State grant funding. Subject to SAB approval, the estimated project cost of \$10,932,026 represents the total "all-in" budget for the project, inclusive of both hard cost (construction) and soft costs (planning, design, professional services and fees). The total State grant amount will be released to the District in two increments, with the first increment released for the planning/design of the proposed project in an amount of approximately \$1.6 million. To receive each increment of funds, the District will need to execute grant agreements to be prepared by the State and then submit for a fund release to the Office of Public School Construction (OPSC).

The District will have until September 27, 2024, to submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of architectural drawings and plans to the Office of Public School Construction (OPSC), upon which the remaining construction grant apportionment of approximately \$6.6 million would be released to the District's county account for construction. Per regulation, the District must contract or encumber the entirety of the grant amount within one year of receipt of the construction apportionment; hence by September 27, 2025, all grant funds must be spent or encumbered.

Project Specifications

The preschool portion of the grant requires that all preschool classrooms be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. Requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

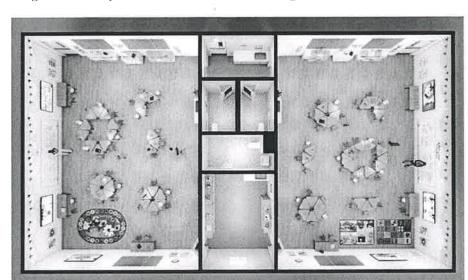


Figure 1 - Sample Preschool, TK and Kindergarten Classroom Floor Plan

The above preschool classroom specifications are proposed to be integrated into the State Title 5 and proposed 21st Century classroom requirements for the TK and K classrooms, expanding their potential use for either preschool, TK or K program use as enrollment may fluctuate from year to year. TK and K classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for the development of large motor skills. Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the OPSC and SAB for State grants, the CDE for compliance with state requirements, and the DSA for building code compliance. In addition, proposed facilities now require photovoltaic and back-up battery systems to support the State's new solar power requirements for all new school facilities to be constructed after July 1, 2023. Figure 1 depicts a sample preschool, TK and K classroom floor plan designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Proposed Site Location

Figures 2 and 3 provide two optional proposed locations for the new classrooms. As planned, the ten new classrooms are proposed to expand and complete existing PS/TK/K facilities at Marina West Elementary, pursuant to the State and proposed 21st century specifications for these facilities. The classrooms are proposed to be located on the southwest corner of the site at the location of the existing early childhood education facilities creating an early childhood development center (ECDC) on campus.

Under both options, the removal of eight existing portable classrooms would be required with their current uses relocated on-site. The older existing early childhood education facilities would be replaced for their ultimate reuse of the new facilities. The new preschool classrooms are proposed to be housed in a row of four classrooms above the existing parking lot off Carob Street allowing the use of the existing playground for preschool use. The remaining six classrooms for TK and K are proposed to be oriented in an "L" formation surrounding a separate new playground area. The options provide two different placements of two classrooms either in front of (closer to Carob Street) or behind (placed adjacent to the existing field away from Carob Street) the proposed new TK/K playground area creating separate integration options for the school site.

The classrooms will be of modular construction and inclusive of specification of K facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities. Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the site to twelve that also meet the additional Title 22 preschool licensing standards.

Figure 2: Proposed Conceptual Locations for New Preschool, TK, and K Classrooms - Option 1

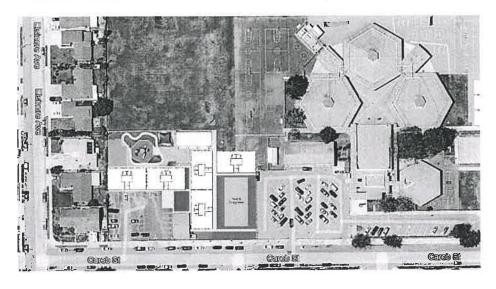
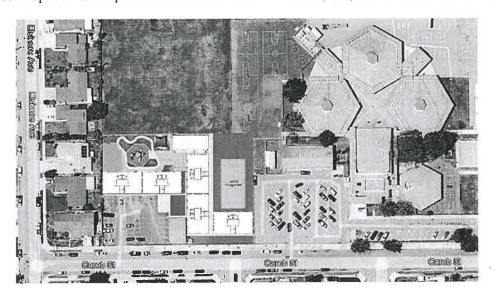


Figure 3: Proposed Conceptual Locations for New Preschool, TK, and K Classrooms - Option 2



Anticipated Project Schedule

An anticipated project schedule is proposed consistent with the schedule of activities and timelines required by the State grant program. A request for a proposal from Flewelling & Moody to act as the architect of record is proposed for Board consideration in October. They have previously done all the District's new construction PS/TK/K modular facilities. Requests for proposals from the District's approved pool of professional services consultants have also been requested for Board consideration in October. A request for proposals, selection, and award of contract for a modular contractor is proposed to follow thereafter in November with a similar selection of a lease/leaseback contractor schedule for December 2023. Project plans are anticipated for Board approval and submittal to DSA and CDE by March 2024 with an anticipated date of approval from these agencies in May 2024. Upon DSA and CDE approval of the design plans and receipt of construction funds from the OPSC/SAB, construction would commence and be completed over an estimated 12-month period. The anticipated schedule is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions. In either case, the Board will be updated monthly on the status of the anticipated project schedule.



Proposal for:

New Transitional Kindergarten Facilities at: Marina West Elementary School Oxnard School District



Flewelling & Moody, Inc. Project # 3066

Submitted to: Caldwell Flores Winters, Inc.

September 1,2023

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1. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program. Ten (10) new modular classrooms consisting of a kindergarten with a restroom are to be designed and constructed at Marina West Elementary School.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement. This proposal is based on DSA/PC approved modular buildings similar to those manufactured by Enviroplex.

B. Classroom Features

- 1. Each classroom shall have IT capability per current District standards.
- 2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom.
- 3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
- 4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
- 5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.
- 6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
- 7. Foundations shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

- 1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
- 2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
- 3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
- 4. A video fly thru shall be created for presentation.
- 5. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
- 6. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
- Assistance with DSA submittal and approvals. Services include 1 preintake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
- 8. Assistance to District during the bidding process for the site work.
 Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the

- lease/leaseback contractor project delivery method, per initial discussions with CFW staff.
- Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

- 1. Constructability and potential cost saving options (value engineering) after DSA approval.
- 2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
- Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
- 10. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
- Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
- All additional services shall be approved by the Client in writing prior to the start of the work.
- Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

- District is responsible for all fees associated with required approvals.
- District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
- 3. District shall provide required geotechnical and hydrology reports and topographic surveys.
- 4. The District shall provide all "as-built" documents for the campus.
- 5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

Project Construction Budget III.

The estimated overall project cost per the CFW's estimate is: \$10,900,000

Project Team IV.

Principal Architect Project Architect

Scott Gaudineer, AIA, C-14211, Architect of Record

Jun Tanaka, AlA

Civil Engineer

Encompass Consultant Group

Landscape Architect

Oasis Associates

Electrical Engineer:

Parvis Ebrahimi, Inc.

V. **Project Delivery**

The project delivery methodology shall be via an approved District contract for the buildings and a single lease/leaseback contractor for the site work and utilities.

VI. **Project Timeline**

Work shall be accomplished to meet an anticipated to DSA/CDE submittal of March 2024 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by December 1, 2023.

VII. **Fee Structure**

1. Architectural fees shall be: \$385,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A' Flewelling & INC. <u>SCHEDULE OF</u> BILLING RATES - 2023

Managing Principal	\$300.00
Principal	\$285.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees

Reproductions

Plotting (required deliverables)

Scanning

Travel (in excess of 100 miles)

Photocopying

Subsistence Sub-

Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty

(30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer r	ights to the certificate holder is	n lieu of su	ich endorsement(s).			
PRODUCER			CONTACT NAME: Helen Jang			
AssuredPartners Design Professionals Ins Svcs, LLC 3697 Mt. Diablo Blvd Suite 230 Lafavette CA 94549	sionals Ins Svcs, LLC		PHONE (A/C, No, Ext): 626-696-1892	FAX (A/C, No):		
			E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com			
			INSURER(S) AFFORDING (COVERAGE	NAIC#	
		License#: 6003745	INSURER A: Travelers Property Casualty Company of America		25674	
Flewelling & Moody 815 Colorado Boulevard, Suite 200 Los Angeles CA 90041		FLEW&MO-01	INSURER B: The Travelers Indemnity Co	25682		
	200		INSURER C: Travelers Casualty and Sur	rety Co of America	31194	
			INSURER D:	V		
			INSURER E :		ř	
			INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 91	67698	REVI	SION NUMBER:		

				INSURER E:				
INSURER F:								
	COVERAGES CERTIFICATE NUMBER: 9167698 REVISION NUMBER:							
IN C1	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY	Y	Y	6803X193216	10/1/2023	10/1/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	s 10,000
	Included						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:	<u> </u>						\$
В	AUTOMOBILE LIABILITY	Y	Υ	BA3X193357	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	S
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	S
	DED RETENTION \$							S
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	UB6J392477	10/1/2023	10/1/2024	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Professional Liability			107917814	10/1/2023	10/1/2024	Per Claim Aggregate Limit	\$2,000,000 \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: All Operations of the Named Insured Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named as an additional insured as respects general liability as required per written contract.								
CE	CERTIFICATE HOLDER CANCELLATION 30 Day Notice of Cancellation							
i					I			

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation		
Oxnard School District 1051 South A Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Oxnard CA 93030	AUTHORIZEDREPRESENTATIVE		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 09/28/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

CG T8 04 10 23

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DATE OF ISSUE: 09/28/2023

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

→7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of_pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

BA3X193357 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- E. TRAILERS INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT

- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Page 1 of 3

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

 "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor:
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB6J392477

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be mium.

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company

Travelers Property Casualty Company of America

DATE OF ISSUE: 10/26/2023

Countersigned by

Page 1 of 1

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-45 with Universal Engineering Services to Provide Laboratory of Record Services for the Marina West Elementary School ECDC Project (Hubbard/CFW)

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

In October 2024, a proposal request was distributed inviting the District's prequalified pool of Laboratory of Record (LOR) firms to submit proposals. One firm submitted proposal and the proposal was reviewed by CFW for completeness and responsiveness.

The purpose of this item is to select a Laboratory of Record Firm (LOR) to provide DSA required LOR services for the Marina West ECDC Project.

Terms of Agreement: April 15, 2025 through June 30, 2026

FISCAL IMPACT:

\$84,045.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in consultation with CFW, that the Board of Trustees ratify Agreement #25-45 with Universal Engineering Services to provide Laboratory of Record services for the Marina West Elementary School ECDC Project.

ADDITIONAL MATERIALS:

Attached: Agreement #25-45, Universal Engineering Services (15 Pages) Proposal (53 Pages)



SERVICES AGREEMENT

Requisi	tion Number	Purchase Order Number	
Contrac	t Number		
This S	ervices Agreement (the "Agreement") is made	de and entered into this day of	, 20
by and	between Oxnard School District (hereinafter	r referred to as "District") and	
(hereir	nafter referred to as "Provider.")		
PR	ROVIDER.		
	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 is attached hereto and incorporated herein b	as more particularly described on "Statement o y this reference ("Services").	f Work" which
В.		reason of training, experience, preparation and g such Services, upon and subject to the terms	

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.

	Page 1 of 15
Contract Number	 1450 1 01 13

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,

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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 subconsultants 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.

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

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

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

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

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

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

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	er shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a of Provider's services or operations performed under this Agreement, including, but not limited to
	Hazardous and toxic substances,
	Hazardous waste,
	Universal waste,
	Medical waste,
	Biological waste,
	Sharps waste.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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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: [delete those not applicable]

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 combined single limit \$5,000,000.00 combined single limit Student Transportation

Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit

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: [delete those not applicable]

Accountants, attorneys, education consultants,

\$1,000,000.00

nurses, therapists

Architects \$1,000,000.00 or \$2,000,000.00

Physicians and medical corporations

\$5,000,000.00

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
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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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 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.

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	TNESS WHEREOF, the parties have executed the Provider certifies that it has not altered any provider certifies that the context of the context o		ove. By signing
	OXNARD SCHOOL DISTRICT District	Provider	-
By:	Signature	Signature	

Name

Title

Contract Number

Name

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK SCHEDULE:	

Contract Number

SCHEDULE OF FEES

FEES:	
Compensation for Services	\$
Actual and Necessary Travel Expenses	\$
Other Expenses	\$

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:

ADDITIONAL COSTS OF EXPENSES:

Total Amount not to Exceed

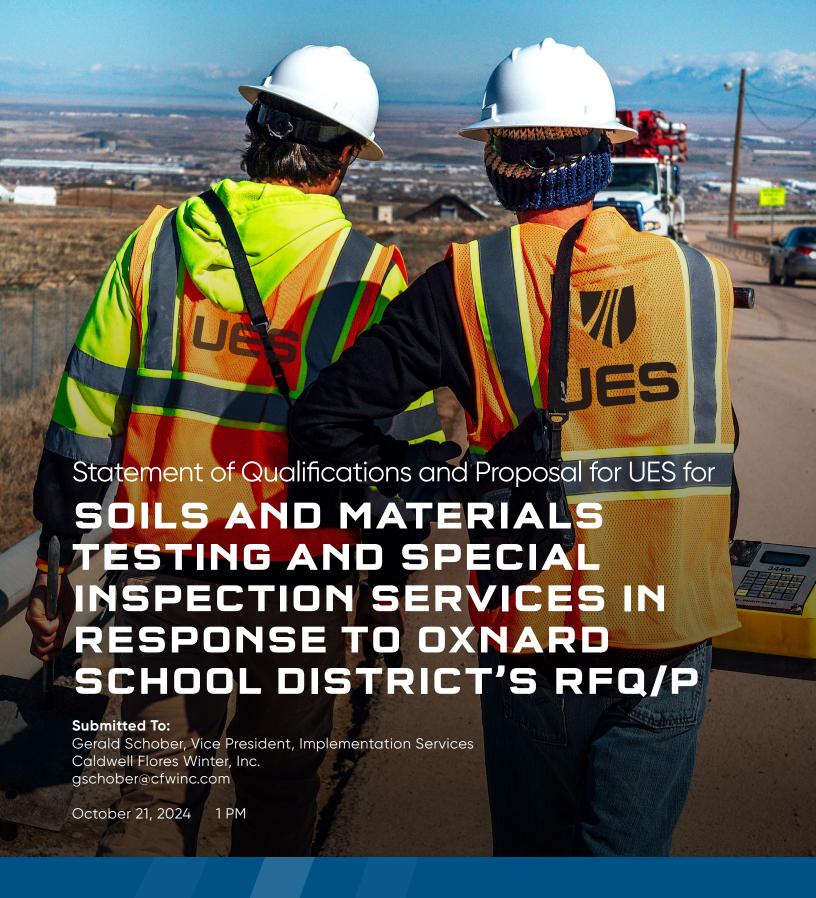
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EXHIBIT C REQUIRED CERTIFICATIONS

Serv	ices A	greement Dated:	, 2025	
Prov	ider:			
Depa Dist	ider an artmen	nd its subconsultant's and thei t of Justice (CDOJ) if they m ployee in connection with the	r employees, agents and rep ay interact with any studen Services. Provider certifies	cration Code Section 45125.1) Deresentatives (each, a "Provider Party") are required to submit fingerprints to the California at outside of the immediate supervision and control of the student's parent or guardian or a to the Superintendent and the Board of Trustees of the District that it is, or prior to providing equirements of Education Code section 45125.1, as follows (Provider to check one box):
	th er fir Pa Pe	rough an educational app or on a mployee OR (b) who was iden ngerprints to the CDOJ and the arty. Provider will not allow a cenal Code §1192(c) to provide	cloud-based system) outside attified by District as a person hat Provider has received fi any person who has been con- e any Service. Provider will	ght access a District facility and/or interact with a District pupil in any manner (including to of the immediate supervision and control of the student's parent or guardian or a District requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted from the CDOJ a valid criminal records summary as described in §44237 for said Provider nvicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in not allow any such Provider Party to perform any Service until Provider ascertains that the Education Code § 45125.1 is on file with Provider.
		the fingerprinting requirement ander section § 45125.1(b).	is do not apply because the	e Services are being provided on an emergency or exceptional situation as contemplated
	be		vices or Services concerning	ovider Parties will have no opportunity to interact with a District students in any manner g student records will be provided; and/or (ii) the Services will be provided at a school site etc.).
info	mation ediatel	above concerning compliance	ce with Education Code Sec DJ report is changed or upda	am an authorized representative of Provider qualified to provide this Certification; (ii) the ction 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will atted with respect to Provider Party. Documents provided by the CDOJ will be retained by e(s) upon request.
			Name/ Titl	e of Authorized Representative
			Signature/	Date
II.				Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , d of Trustees as follows (Provider to check the applicable statement below):
		Provider Parties, any subconsuchis Agreement, have only lim		employees, representatives or agents will, in connection with the provision of Services under District student(s).
	ł a	nas for each such Provider Par a physician/surgeon, obtained	rty: (A) obtained and filed p and filed copies of their Th	Services, have more than limited contact with District students. Therefore, the Provider proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a examination(s), all in compliance with the provisions of Education Code § 49406. Parties and will provide a copy to District upon request.
info	mation	n above concerning complian	ce with Education Code §	n authorized representative of Provider qualified to provide this Certification, that the 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all quirements before having more than limited contact with District students.
			Name/ Titl	e of Authorized Representative
			Signature/	Date
Con	tract	Number	Page	14 of 15

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.



2400 Celsius Avenue, Unit J Oxnard, CA 93030 p. 661.619.2152





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TAB 1 COVER LETTER



October 21, 2024

UES

2400 Celsius Avenue, Unit J Oxnard, CA 93030 **p.** 661.619.2152 **f.** 805.486.9016

Attention: Gerald Schober, Vice President, Implementation Services,

Caldwell Flores Winter, Inc. | e. gschober@cfwinc.com

Reference: Soils and Materials Testing Laboratory and Special Inspection Services

for Marina West Elementary School New Modular Classroom Buildings

Dear Gerald Schober and Committee Members:

Construction Testing & Engineering (CTE) South, Inc. dba UES (UES) appreciates the opportunity to present our services, experience, and interest in response to Oxnard School District's (District) RFQ/P for Soils and Materials Testing Laboratory and Special Inspection Services for New Modular Classroom Buildings. We want to support the District's project and believe our decades of local experience, multiple Division of the State Architect (DSA) accredited laboratories, and highly-qualified team members demonstrates that we are the District's best choice for services.

UES's Oxnard office will serve as our lead office for the Marina West Elementary School Project with their DSA-accredited facility (LEA No. 217). UES is a growing operation in California with offices across the state, including those in Escondido, Chula Vista, Riverside, Oxnard, Ridgecrest, and West Sacramento. Our team of professionals are up-to-date on all design and testing requirements and standards, reporting protocols, and communication procedures necessary to complete work on time and within budget. We believe that offering quality service personalized for each task, ease of communication, and timely turnaround of reports and test results will eliminate delays and result in a substantial overall cost savings to the District—this is our commitment to you.

Our seasoned team will be lead by **Jorge Nieto**, who will serve as the Project Manager. **Dan Math**, **PE**, **GE** is the Authorized Officer. Area Business Development Manager **Tara Butler** will be the primary Point of Contact, available, knowledgeable, and regularly attentive to the District in regard to this RFQ/P and subsequent work. **Dharmesh Amin**, **MS**, **PE**, **GE**, will serve as Geotechnical Engineer of Record and will oversee technical operations. Laboratory Supervisor **Seth Patula** will coordinate and oversee laboratory testing. If you have any further questions about our proposal or qualifications, please reach out to **Tara Butler** at tmbutler@teamUES.com or 661.619.2152.

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

Sincerely,

UES

Dan Math, PE, GE (Authorized Officer)

President

p. 760.873.3478 | dmath@teamUES.com

Tara Butler

Business Development Manager

Yora Butler

TAB 2 BUSINESS INFORMATION



FIRM INTRODUCTION

UES is one of the most experienced, trusted, and resource-rich engineering companies of its kind. We are the union of several like-minded, leading engineering firms, complementary in professional services, core values, and customer service-centric views. Established almost six decades ago, our team's experience in Southern California dates back to 1989. Unique acquisitions paired with opening new offices regionally have helped build our environmental expertise throughout the Golden State. The company has nearly 4,000 professionals at 85+ national branches with resources and local knowledge **across the country.** UES is a national company unmatched in experience and resources. Our mission is to support our clients through every phase of their projects. Well-respected and steeped in culture, UES is considered a pioneer in the industry and stands at the forefront of influential legislation and proven best practices. We serve federal (GSA), public, and private clients, and our portfolio of work includes projects for the transportation, energy, commercial, and education markets and more. We are passionate about our work and strive to maintain strong, meaningful relationships with our industry partners. In collaboration with our clients, UES is proud to contribute to the growth of the communities we serve.

OUR SERVICE LINES

- Environmental Consulting & Permitting
- Geotechnical Engineering
- Materials Testing & Inspections
- Geophysical Technology
- Building Sciences & Code Compliance

WORKING WITH SUB-CONSULTANTS

UES is proud to partner with local firms to ensure our clients are met with the most prepared and qualified team to accomplish a job. Though our offices and laboratories in California can handle nearly any job in-house without the use of sub-consultants, there are a few services that require us to work with our trusted industry partners, including those of DBEs and DVBEs. We have a pool of local, prequalified sub-consultants who can help us perform services such as drilling and specialty laboratory services. Should the District

require any additional services we cannot provide, we will find a sub-consultant we trust to complete the job on time and within budget.

CERTIFICATE OF INSURANCE

The first page of 18 outlining our coverage limits is on the next page. The full certification can be found at https://online.flippingbook.com/view/30013237/

COMPANY NAME AND CONTACT INFORMATION

UES (Legal Entity: Construction Testing & Engineering (CTE) South, Inc. dba UES (UES)

Oxnard Office (Lead Office for Services)

2400 Celsius Ave, Unit J Oxnard, CA 93030 **p**. 661.619.2152 | **f**. 805.486.9016

WEBSITE

teamUES.com

POINT OF CONTACT

Tara Butler

Proposal Contact & Client Contact tmbutler@teamUES.com | **p**. 661.619.2152

BUSINESS LICENSE/ ENTITY REGISTRATION

CA Corporation No. C3642638 DIR No. 1000006124

Oxnard Business License No. 23-00110067

FEIN: 46-4787572

DSA-Accredited Laboratory (LEA No. 217)

BUSINESS STRUCTURE

UES: Corporation, Established in 1964 CTE: CA C-Corp, Established in 1989





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greyling COI Specialist				
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370	PHONE (A/C, No, Ext): 770.670.5324	FAX (A/C, No): 770.670.5324			
Alpharetta GA 30022	E-MAIL ADDRESS: uescerts@greyling.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Endurance American Specialty Ins Co	41718			
INSURED UNIVENG	INSURER B: Evanston Insurance Company	35378			
Construction Testing & Engineering South, Inc. 2400 Celsius Avenue. Suite J	INSURER C: Landmark American Insurance Compa	any 33138			
Oxnard,, CA 93030	INSURER D: Greenwich Insurance Company	22322			
	INSURER E: Aspen Specialty Insurance Company	10717			
	INSURER F: Convex Insurance UK Limited				

COVERAGES CERTIFICATE NUMBER: 213577381 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
D	X COMMERCIAL GENERAL LIABILITY	Υ	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	X Contractual Liab						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						Employee Benefits	\$ 1,000,000
D A	AUTOMOBILE LIABILITY	Υ	Υ	RAC9438325	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
^	X ANY AUTO			EXT30030240901	5/1/2024	5/1/2025	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Excess Auto	\$ 2,000,000
B	UMBRELLA LIAB X OCCUR	Υ	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE	\$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE			LHA000391	3/1/2024	3/1/2023	AGGREGATE	\$ 7,000,000
	DED X RETENTION \$ 0							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	RWC3002100	5/1/2024	5/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E F	Excess GL Professional Liab Incl Pollution Liab	Υ	Υ	CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate Per Claim Aggregate	\$4,000,000 \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Sample Certificate	AUTHORIZED REPRESENTATIVE Orega B-de-ful

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ACORD 25 (2016/03)

TAB 3

PROJECT APPROACH, RELEVANT QUALIFICATIONS/ EXPERIENCE, AND REFERENCES



OUR APPROACH

UES is qualified, certified, and experienced to provide the requested services for your project successfully. Our goal as a firm is to add value to the project team assembled by Caldwell Flores Winter, Inc., and the Oxnard School District. Projects assigned to UES will be completed safely, on schedule, and within the project budget. UES will be responsive and attentive to the needs of the district.

The UES staff fully understands DSA requirements, policies, procedures, and what is expected of DSA projects. A review of our firm's history will validate our extensive experience with DSA projects in Central and Southern California, providing both geotechnical and special inspection and material testing services.

In partnering with UES, the District will have access to a national network of Inspectors, Construction Professionals, Professional Geologist, and Professional Engineers.

Cost control is always a primary concern for any project. Our estimate has been prepared to meet the requirements set by ASCE 7-16, the California Building Code, the Division of the State Architect, and the California Geological Survey. No change orders are expected, with the exception being an increase in scope of work.

UES has a very stringent safety program, and safety is our top priority. The safety of UES employees is paramount. Our commitment to safety is 24 hours per day, seven days per week, 365 days per year. Each employee is responsible for working safely.

FLEXIBILITY IN WORKING WITHIN A K-12 SCHOOL DISTRICT

UES has worked with multiple school districts continuously for over 30 years providing the full range of our services for brand new campus projects, including site evaluation and acquisition through finished construction. We have also provided our services for building additions at existing campuses, modernization and improvements to existing facilities, and emergency repairs. We understand that a District's needs and priorities change with the condition of their existing facilities, funding availability, and/or enrollment fluctuations.

BUDGET AND SCHEDULE MANAGEMENT

Our team has extensive school district project experience, so we understand the need for strict schedules and budgets as they impact the District, the staff and students, and the community. UES has a strict project management system in place to ensure our team members adhere to client objectives and expectations for each project.

Utilizing Deltek Vision, we use a comprehensive cost accounting system, job cost records, and scheduling software to accurately assess, track and report on project progress, budget, and completion. Each of our field technicians and engineers has access to data input from the field, immediately available to our Project Managers and administration staff. This system of project management ensures we have consistent oversight of project updates and team members.

Following an initial meeting with the District, our team members enter the project into Deltek. Our key personnel ensure that the appropriate resources are available to perform the work and maintain the schedule and budget. At UES, we strategically identify the right team for each service, and track the project's progress and completion date using this internal accounting software which gives us paperless system capacities.

The software maintains real-time accounting of resources used on the project and displays this graphically on each project manager's desktop. The project management component of the software gives our project manager the ability to review scheduling and budgeting at any time, expediting communication between our team and the District without the need for additional analysis. We establish all deadlines ahead of time, and as new information or project details change, we provide our team with comprehensive and timely updates to keep them informed of project changes.

Our practice is to monitor the frequency of your dispatch closely, and manage diligently the budget for all our projects. Once we have reached 70% of the individual line-item budget authorizations, we will schedule a meeting with the District and any other designated representatives to compare the remaining work with the construction schedule and provide you with a cost-to-complete to avoid additional authorizations. We will not exceed the authorized budget without approved change orders from you or your



authorized representative. The success of this program comes from providing you with early accounting and foresight into the progress of our services.

Handling Project Delays

During construction, the majority of our challenges are encountered when we have failing tests for any number of inspections (soils, concrete, masonry, structural steel, etc.). When failing tests occur, we work quickly with the DSA Inspector of Record (IOR) and project team to resolve any discrepancies to keep the project moving forward. Our experienced team of technicians and engineers are able to respond quickly to RFIs to keep the project on schedule and on or under budget. We also coordinate closely with the IORs to ensure that inspections are performed quickly and in a manner to keep the project moving forward. We often accommodate same-day inspections and stay in close communication with the construction and design teams to ensure we do not hold up construction.

QUALITY CONTROL

UES's exceptional staff brings a wealth of knowledge, comprehensive experience and skills to each project. With educational backgrounds in the fields of engineering, geology, environmental studies and management services, our staff members are fully prepared to identify and address a wide array of geotechnical issues. Historically, we average between 40 and 50 active jobs at any given time, but with our depth and experience we are always able to adjust and reassign work to meet commitments to our clients. We place quality foremost in our goals and objectives through the following steps:

- We implement a project specific, effective quality assurance program with active participation by all personnel;
- We include quality assurance procedures as a routine part of the project work, and not just at the completion of work tasks;
- We consider all aspects of work on the project that have an impact on quality, including technical standards and review, effective communication, and thorough project management; and,
- We commit key staff and resources needed to achieve the quality goals and objectives that UES and our client set for the project.

COMMITMENT TO PERSONAL **GROWTH AND DEVELOPMENT**

At UES, our team members are our top asset. Our team members make us great and are the backbone of our organization. As a company, we are fully committed to helping our team members achieve their maximum potential. This is accomplished through our investment in education, professional development, and personal growth.

Our team members can be broken down into three primary categories: professionals, field personnel, and support staff. All team members are encouraged to continue their education and professional development regardless of what position they hold.

Staff professionals are assisted in achieving professional licensure through paid exam preparation and training programs, books and study materials, exams, and licensure fees. Additionally, UES continues to provide support for the obtainment of professional development units to maintain licensure. Staff professionals are also encouraged to participate in leadership roles within industry professional organizations. Some examples of current organizations with UES staff involvement are The Masonry Society, The American Concrete Institute, The American Society of Civil Engineers, and the American Society of Professional Estimators.

Our staff professionals are also involved in the local community, serving as lecturers at California Polytechnic State University of Pomona and California State University Long Beach in the Civil Engineering and Construction Management Departments.

Field personnel are encouraged to achieve additional certifications through the International Code Council (ICC) Special Inspector program. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, field personnel are instantly provided with an increase in their hourly rate. There is no limit to how many certifications an individual wants to pursue. Once the certifications are achieved, they stay with the individual regardless of employment status with UES.

As a region, we have also established an entry-level program for individuals with no experience. Our 60 Days to Excellence program provides a 60-day paid internship in which entry-level candidates gain



firsthand field experience, shadow experienced personnel, and are provided hands-on training in the laboratory. During this time, candidates are employed a minimum of 30 hours per week and are provided housing. Upon successful completion of the program, candidates will have obtained the ACI Field Grade I Field Technician Certification and have qualified to perform soil compaction testing with the nuclear gauge.

Our support personnel are key to our success. Without their support, operations would not be possible. Support personnel are also encouraged to achieve additional certifications as required per their position. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, support personnel are instantly provided with a salary increase. We do not limit how many certifications an individual wants to pursue.

UES also provides a tuition reimbursement program for any team members wanting to advance their education. As a result, team members have been able to complete their bachelor's degree and advanced degrees (Masters/Doctorate).

One final program to discuss is our internal project management program. Although still in its initial stages, our project management program consists of three main parts. Part I consists of formal lectures in a hybrid format (face-to-face, virtual) in which candidates learn about the fundamentals of project management and skills specific to our industry. Part II consists of the practical application of newly acquired skills and regular mentoring with senior personnel. Part III consists of a formal evaluation. Our project management program will enable our leaders to execute projects successfully and to provide quality service to our customers.

At UES, we are fully invested and committed to our team members. Without our team members, there is no UES. The strength of the company is only as strong as the strength of our team.

DSA AND CGS EXPERIENCE

Our team has years of experience working with the DSA, dating back to the origin of DSA Standards implementation. Overall, our team has worked on many DSA projects, including K-12 schools

and higher education facilities. Our team utilizes and is knowledgeable of the DSA Box File Sharing system. We are also aware of the operations, line of communication, and all other unique features DSA projects tend to have.

DSA typically submits the geotechnical engineering report to the California Geological Survey (CGS) for review. As part of the review process, the CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports; these criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring or exploration shaft per 5,000 SF of building footprint, with a minimum of two borings or exploration shafts for any one building. Our intent will be to prepare reports to satisfy the requirements of CGS Note 48 with respect to a geologic hazards assessment and a geotechnical engineering evaluation of school sites.

Five of our materials testing laboratory facilities in California are DSA approved and staffed with professionals knowledgeable of DSA testing standards/ methods. In addition, our team members have in-depth knowledge of DSA projects and common practices. From a materials testing and inspection standpoint, fulfilling the DSA permit requirements is paramount and strictly adhered to. Most issues that are not in compliance with the DSA documents are resolved same day so they do not need to be tracked. For the rare issues that cannot be resolved on the same day, they are tracked and resolved with the help of the Project Inspector long before time for closeout of the individual project cards or final project completion. This continuous approach to resolving any DSA project issues makes the DSA closeout portion of our services simple at the end of the project, where our final laboratory and testing and inspection closeout takes only a few minutes for small projects or a few hours for large projects.

MATERIALS TESTING LABORATORY SERVICES

UES strives to ensure that every project has the right people, resources, and tools to perform our services to the highest standard for our clients. We provide quality service on various DSA projects—from



modernizations, new school construction, renovations and repairs and athletic facilities. A willingness to serve our clients with on-demand, part-time and full-time staffing demonstrates our approach to meeting the specific needs of our clients. Clients who choose to use UES for their construction services benefit from:

- Certified, Qualified, and Trained Technicians
- Reliable and Accurate Test Results
- Full-Service, Accredited Laboratories
- Timely Responses and Results

FIELD SERVICES

SOILS

By conducting on-site tests and monitoring, UES can analyze the suitability of soils for structural fill, determine the need for moisture adjustment, and provide an overview of earthwork activities.

CONCRETE

Our inspection services also include sampling concrete for air content, slump, temperature, and unit weight; making cylinders for compressive strength tests; and observing concrete placement. Our staff is also experienced with inspection of post-tensioned concrete and precast-prestressed concrete, should these systems be used on the project.

ASPHALT

Our asphaltic concrete inspection services are designed to ensure that a project's asphalt pavement system is constructed per project requirements. UES can provide field quality control to determine and monitor temperature, lift thickness, and compaction using core samples. Our field staff also verifies aggregate gradation, asphalt content, bulk specific gravity, stability, and flow. UES also provides more advanced inspection services such as:

- Asphalt and Concrete Batch Plant Inspection
- Contractor Quality Control (CQC)
- Drilled Shaft
- Floor Flatness/Levelness Evaluation
- Maturity and Relative Humidity of Concrete

- Prestress/Precast
- Welding and Metals Fabrication

STRUCTURAL MASONRY INSPECTION

UES provides inspection of constructed concrete masonry units (CMU), masonry reinforcing steel, and grout spaces. We provide inspection during grouting and construction of masonry prisms. Masonry prisms are tested for compressive strength.

STRUCTURAL STEEL INSPECTION

UES provides inspection for steel member materials, size and shape, spacing and connections. We provide fabrication testing of high-strength grout samples for compressive strength. We also perform non-destructive testing, which may include ultrasonic, magnetic particle, dye penetrant, and radiography techniques for welded connections, alterations, and Skidmore Wilhelm testing for high-strength bolts.

EPOXY AND MECHANICAL ANCHOR INSPECTION

UES provides inspection during the placement of epoxy for bolts, all thread rods, and reinforcing steel, as well as during installation of mechanical anchors such as wedge-and-screw-types.

CODE AND BUILDING ENVELOPE INSPECTION

UES provides inspections for fire-rated assemblies, fire penetrations and joints, cold-formed steel framing, exterior cladding, MEP rough-in, weatherization (WRB, fenestrations, and flashings), waterproofing, seismic wood framing, energy compliance, accessibility, roofing composite, acoustic assemblies, and punch item generation.

ADVANCED INSPECTIONS

UES also provides other advanced services, including mass timber building special inspections and wood framing inspections.

SPECIAL INSPECTIONS/TESTING

UES's DSA-approved special inspectors and construction testing technicians have undergone a thorough background check and obtained the



correct certifications to ensure your projects are built per plan and with quality materials. Our inspectors are familiar with DSA standards, methods, and regulations. Our technicians are well-trained in sampling techniques, testing procedures, verification procedures, and the application of various building materials.

Sound laboratory testing is a core **UES value. Our laboratory maintains** the highest degree of certification and accreditation for equipment, methodology, quality control, and technical training.

The National Institute for Standards and Technology (NIST), through their Cement and Concrete Reference Laboratory (CCRL) and AASHTO inspection and certification programs, inspect our labs. These inspection and certification agencies oversee the testing of aggregate, concrete, masonry, asphalt, and steel. Our lab team is ACI, NICET, DOT, and IAS certified to ensure the proper use of laboratory techniques and methods.

NON-COMPLIANCE REPORTING

As a critical part of providing Quality Assurance on projects, UES Inspectors and Field Technicians are responsible for identifying, reporting, and managing non-conformance items and tracking them through to a successful resolution. The process includes the following steps:

- Field Personnel identify non-conformance items, report on them, and enter them on the nonconformance log. Non-conformance items are easy to identify on special inspection daily field reports because they are specifically referenced in their own section.
- The non-conformance log is a master list that is continuously updated as the status of items is resolved.
- The non-conformance items are re-observed and when resolved, comments are placed on the special inspection daily field report to identify the actions taken to resolve the non-conformance

item. The non-conformance log is then marked as resolved.

This entire process begins and ends with the client. Our team is committed to providing quality work through accuracy and diligent attention to detail.

IN-HOUSE LABORATORIES

UES maintains full-service DSA approved laboratory testing capabilities from each of our offices and performs testing services in the following fields of construction materials:

- Aggregate
- Materials
- Concrete and Cement
- Asphalt and Bituminous Earthwork Soils Material
 - Masonry Units
- Corrosion Testing of Soil
 Non-Destructive Testing and Water

Well-trained and experienced field and laboratory technicians perform materials testing in accordance with local, state, and national test methods. We also have an in-house quality systems team responsible for keeping our equipment calibrated and accurate. Our laboratories are qualified and accredited through agencies such as:

- DSA Lab Evaluation and Acceptance (LEA) Program
- AASHTO re:source (formerly AMRL)
- Cement/Concrete Reference Laboratory (CCRL)
- Construction Materials Engineering Council (CMEC)
- American Society for Testing and Materials (ASTM)
- U.S. Army Corps of Engineers (USACE)
- Underwriters Laboratories (UL)
- Department of Health Care Access and Information (HCAI) [formerly OSHPD] (California Only)
- Division of the State Architect (DSA) (California Only)
- American National Standards Institute (ANSI)

FIRM'S GEOTECHNICAL ABILITY

UES provides geotechnical engineering and design services on projects in various market sectors such as transportation, education, commercial, and more. We perform these services for owners



(private and public), design firms, and contractors for traditional and alternative contracting methods, like Design-Build.

Networked across offices are professionals redefining excellence, one day at a time, one project at a time. We do this through open collaboration, resource allocation, and sharing ideas and experiences. By tapping into our network of experts, we provide our clients with the best of the best, no matter the project's location. Our depth of staff resources means we can tackle project demands and keep projects on schedule, all with the confidence that highly qualified professionals are delivering our services.

The UES teams across California have specialized local knowledge of the geography and regulatory compliance and permitting procedures of countless municipalities. Our offices contain accredited laboratories and professionals that strive daily to give our clients quality management, service, and innovative solutions. Owners, construction managers, and other construction professionals have counted on UES's geotechnical engineering staff to provide valuable, cost-saving consulting throughout every stage of your project.

SERVICES INCLUDE:

- Geotechnical Engineering and Design
- Deep Foundation Analysis and Design
- Site Exploration, Drilling, CPT, Geophysical
- Surveys, and GPR
- Value Engineering and Analysis
- Laboratory Services, On-site Lab Setup and Certification

DESIGN SERVICES

- Preliminary Site Review
- Site Reconnaissance
- Subsurface Exploration
- Geologic Hazard Investigation
- Settlement/Heave Analysis
- Liquefaction Analysis
- Bearing Capacity Analysis
- Foundation Design

- Slope Stability Analysis
- Seismic Design/ Analysis and Refraction Microtremor (ReMi) Testing
- Groundwater and Seepage
- Third-party Review
- Identification and Analysis
- Retaining Wall Analysis

 Earthwork and Grading Specification Preparation

CONSTRUCTION AND POST-CONSTRUCTION SERVICES

- Planning
- Grading Observation
- Fill Evaluation and Selection
- Groundwater Mitigation and Control
- Field Observation of Geotechnical Elements
- Geotechnical Performance Testing
- Geotechnical

Monitoring

- Compaction Testing
- Settlement Monitoring
- Utility Trench Backfill
- Third-party Evaluation
- On-Site Geotechnical Remediation
- Expert Witness Testimony and Litigation Support

FIRM EXPERIENCE

UES is well suited to meet the District's soils, materials testing laboratory, and special inspection service needs. We have nearly 35 years of experience working with school districts to supplement new developments, modernizations, and facility improvement projects, including those for K-12 districts and higher education/university campuses. With the support of our sub-consultants presented herein, we believe that our state-of-the-art facilities, experienced personnel, and decades of service experience allow us to provide our clients with sound engineering solutions in a timely and cost-effective manner.

RELATIONSHIP TO OUTSIDE GOVERNMENT AGENCIES

We understand UES may be required to assist the District in working with various outside governmental agencies. UES has many years of experience with working with various outside governmental agencies, including DSA, CGS, City and County Planning Commissions and Departments, the Department of Toxic Substance Control (DTSC), the Regional Air Quality Control District, the state and regional water quality control boards, the State Department of Education, the State Allocation Board, and the Office of Public School Construction. Our extensive experience working with these agencies and project teams ensures



that projects are completed and closed in a timely and efficient manner.

CALIFORNIA K-12 SCHOOL DISTRICTS (SD)

Collectively, our team has worked on over 300+ K-12 projects throughout California. Our proven track record of success working with other California school districts enables us to be qualified to handle the project demands and project schedules of the District.

- Oxnard SD
- Lancaster SD
- Fowler Unified SD
- Vineland SD
- Mendota SD
- Lamont Elementary SD
- Mammoth Unified SD
- Santa Paula SD
- Perris Elementary SD
- Newport-Mesa Unified SD

- Oceanside Unified SD
- Escondido Union SD
- San Diego Unified SD
- Carlsbad Unified SD
- San Ysidro SD
- Sweet Water Schools
- San Marcos Unified SD
- Chula Vista Elementary SD
- Grossmont Union High SD + more

The following list of projects demonstrate our familiarity with school district projects. Our references can attest to our performance and technical capabilities as well.

MCFARLAND USD, KERN AVENUE ELEMENTARY SCHOOL

OXNARD, CA

The McFarland Unified School District is undertaking a significant renovation project at Kern Avenue ES to replace the existing building with new classrooms that meet the latest California standards. This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, and DSA inspections. UES responsibilities include soils/compaction testing, castin-place concrete, structural steel, and post-installed anchors. Additionally, UES has assumed the role of Geo of Record for the project. The selection for this role reflects their successful completion of a previous shade structure project.

School District: McFarland Unified School District

Reference: Kristin Jimenez, Supervisor/Analyst Facilities and Purchasing, e. krjimenez@mcfarland.k12.ca.us,

p. 661.667.1191

Project Dates: July 2021 - Ongoing

DSA Close-out/Certification Status/Notice of

Completion: TBD

Square Footage: Four New Buildings

Main Program Elements: New Buildings

Project Relevance: DSA Special Inspections & Construction Materials Testing (LOR) in K-12

Role of the Firm: DSA Special Inspections, Construction Materials Testing (LOR), Geotechnical Engineer of Record

Key Individuals: Jorge Nieto; Dharmesh Amin, MS, PE, GE; Mario Ponce; Adam Blackwell

Sub-consultants: None

OXNARD UNIFIED SCHOOL DISTRICT

OXNARD, CA

UES performed a geotechnical investigation, including subsurface explorations, laboratory testing, and engineering analyses with design recommendations for the demolition of an existing school and the new construction of four buildings to house a kindergarten, classrooms, administration, media and multi-purpose facilities for the Oxnard Unified School District. The project also included all site improvements and a covered walkway.

Based on the results of our background review, subsurface explorations, laboratory testing, and engineering analyses, we found the site could be used for the intended purposes if certain recommendations were followed. Recommendations included overexcavation of subgrade soils to five feet below bottom of building footings, installation of high-strength geogrid stabilization materials and aggregate rock, and compacted fill to support interconnected grade beam foundations for all buildings.

School District: Oxnard School District

Reference: Terry Zinger, Construction Manager p. 661.287.5620 | e.tzinger@califcon.com

Project Dates: March 2017



DSA Close-out/Certification Status/Notice of

Completion: Closed

Square Footage: 30,000 SF

Main Program Elements: New classroom

Project Relevance: Geotechnical investigation in

K-12

Role of the Firm: Geotechnical, Materials Testing,

and Inspection Entity

Key Individuals: Dharmesh Amin, MS, PE, GE

Sub-consultants: None

ALILA ELEMENTARY SCHOOL

EARLIMART, CA

UES led Preliminary Geotechnical-Geohazards Investigation for the proposed development of nine (9) new classrooms to establish an integrated early childhood education village. Scope of work consisted of Desktop Review, Site Reconnaissance, Exploratory Drilling, Percolation Testing, Laboratory Testing, and Engineering Analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

UES was also recently awarded the opportunity to provide construction materials testing and inspection services to the school as well.

School District: Earlimart School District

Reference: Art Scott, Caldwell Winters Flores

e. ascott@cfwinc.com

Project Dates: August - September 2023

DSA Close-out/Certification Status/Notice of

Completion: TBD

Square Footage: 10,000 SF

Main Program Elements: Nine new classrooms

Project Relevance: Geotechnical-Geohazards

Investigation in K-12

Role of the Firm: Geotechnical Investigation Entity

Key Individuals: Dharmesh Amin, MS, PE, GE

Sub-consultants: Baja Exploration/Kehoe Testing

LAMONT NEW STEM ACADEMY SCHOOL WITH CENTRAL KITCHEN AND MOT FACILITY

LAMONT, CA

UES performed a geotechnical investigation, including subsurface explorations, laboratory testing, and engineering analyses with design recommendations for new construction and modernization at the Lamont Elementary School. The 19-acre site construction included two kindergarten buildings, six classroom buildings, an administration building, an eating room, and media center, and a multi-purpose room (MPR). Appurtenant construction consisted of restrooms, utilities, asphalt, concrete parking areas, play courts, walkways, and two acres of playfields. Due to flood concerns, the entire site grade was to be raised by five feet. The proposed buildings would be constructed with concrete slabs-on-grade supported by conventional perimeter spread foundations and interior pad foundations.

The field investigation included advancing thirteen exploratory cone penetration tests (CPT's), drilling fifteen exploratory borings, and percolation testing. Based on the results of our background review, subsurface explorations, laboratory testing, and engineering analyses, we found the site could be used for the intended purposes if certain recommendations were followed. The geotechnical report included recommendations for excavations, fill placement, and several different grading and foundation design forms for the proposed structures. Recommendations included that the existing agricultural, fill or otherwise disturbed soils should not be used to support significant structures or the proposed buildings unless they are removed, adequately prepared, and recompacted according to our provided report.

School District: Lamont School District **Reference:** Erick Brock, Director of MOT p. 661.845.0751 | e. ebrock@lesd.us

Project Dates: 2021–2022

DSA Close-out/Certification Status/Notice of

Completion: TBD

Square Footage: 19 acres

Main Program Elements: New elementary school

with a kitchen



Project Relevance: Geotechnical-Geohazards

Investigation in K-12

Role of the Firm: Geotechnical Engineer of Record

Key Individuals: Dharmesh Amin, MS, PE, GE

Sub-consultants: None

LEMONWOOD ELEMENTARY SCHOOL

OXNARD, CA

The project consists of reconstruction and replacement of the entire school in phases. UES has been involved with this project from the inception, providing a full geotechnical report. Once the design phase was complete and construction had begun, UES was held on as the Geotechnical Engineer of Record, providing all geotechnical engineering services and field inspections.

UES provided Geotechnical Engineering & Geologic Investigation report via multiple geotechnical borings, CPTs, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects and design parameters. Soil and construction inspections have been provided and are ongoing. As the geotechnical firm for the project, our field inspections included foundation observations, drilled pier observations, inspections of infiltration systems and soils (such as nuclear gauge compaction testing) during grading. School District: Oxnard School District

School District: Oxnard School District

Reference: David Fateh, Director of Facilities p. 805.486.5848 | e. dfateh@oxnardsd.org

Project Dates: 2020

DSA Close-out/Certification Status/Notice of

Completion: Completed/Closed

Square Footage: N/A

Main Program Elements: New schools

Project Relevance: Geotechnical-Geohazards

Investigation in K-12

Role of the Firm: Geotechnical Engineer of Record,

Laboratory of Record

Key Individuals: Dharmesh Amin, MS, PE, GE

Sub-consultants: None

TAMARACK ELEMENTARY SCHOOL

AVENAL, CA

UES led Preliminary Geotechnical-Geohazards Investigation for the proposed development of nine (9) new classrooms to establish an integrated early childhood education village. Scope of work consisted of Desktop Review, Site Reconnaissance, Exploratory Drilling, Percolation Testing, Laboratory Testing, and Engineering Analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

UES was also recently awarded the opportunity to provide construction materials testing and inspection services to the school as well.

School District: Reef-Sunset Unified School District

Reference: Art Scott, Caldwell Winters Flores

e. ascott@cfwinc.com

Project Dates: August - September 2023

DSA Close-out/Certification Status/Notice of

Completion: TBD

Square Footage: 10,000 SF

Main Program Elements: Nine new classrooms

Project Relevance: Preliminary Geotechnical-Geo-

hazards Investigation in K-12

Role of the Firm: Geotechnical Investigation Entity

Key Individuals: Dharmesh Amin, MS, PE, GE

Sub-consultants: Baja Exploration, Kehoe Testing

TAB 4 LITIGATION AND CLAIMS HISTORY



LITIGATION AND CLAIMS HISTORY

UES has not had any litigations or claims within the last five (5) years.

TAB 5PROJECT TEAM SUMMARY



PROJECT TEAM SUMMARY

All team members proposed in this package are available to the District's project. They are the elected team that will collaborate closely with the District's personnel and other project members. They are skilled, multi-licensed professionals who are adept at providing geotechnical reports and associated documents and conducting investigations and testing requirements. We do not anticipate making changes to the project team; however, if changes are needed, we will communicate with the District immediately for approval.

Jorge Nieto will serve as the Project Manager. He will provide oversight and authority for making decisions related with this contract. **Dharmesh Amin, MS, PE, GE** will serve as the Geotechnical Engineer of Record for this contract, providing technical direction to staff and performing quality control. He will be supported by Principal Engineer **Dean Stanphill, PE, GE, CEM**

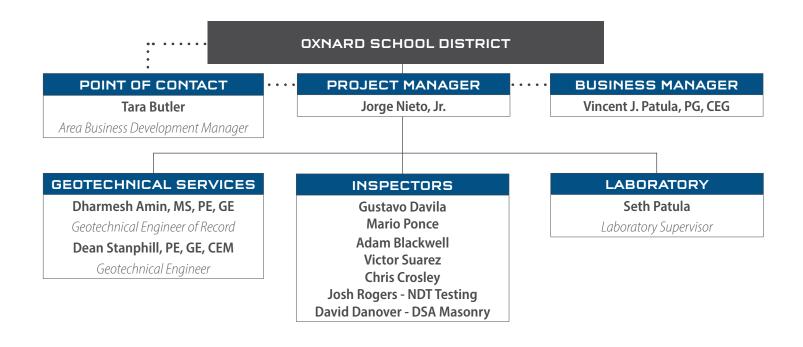
as needed. Lab Supervisor **Seth Patula** will provide technical oversight of soil and materials laboratory testing and provide direction for field technicians and special inspectors. All lab and field work will be supported by technicians and inspectors mentioned in the organizational chart below.

SUB-CONSULTANT

At this point, UES does not plan on needing the expertise of a sub-consultant.

ORGANIZATIONAL CHART

The organizational structure of our team is demonstrated in the following chart. Each team member possesses the required knowledge, skills, licenses, certifications, and experience necessary to meet requirements specified in this RFQ. In this section, we provide **resumes** for our team leads and professional staff.







EDUCATION

BS, Civil Construction Engineering, California State Polytechnic University -Pomona

AS, Drafting Technology of Architecture, Citrus College, Glendora, CA

YEARS OF EXPERIENCE

13

LICENSES & CERTIFICATIONS

ACI No. 02107198

- Aggregate Testing Level I
- Concrete Lab Testing Level I
- Concrete Field Testing Level I
- Concrete Strength Testing
- Masonry Field Testing
- Masonry Lab Testing

ICC No. 9685388, General Requirements for Special Inspections Certification

Nuclear Gauge Certified Technician

OSHA 10-hour

UES HIRE DATE

06/06/2022

UES OFFICE

Oxnard, CA

REFERENCES

Ed DeLeeuw from Gray West Constuction, p. 714.451.5183

JORGE NIETO, JR.

PROJECT MANAGER

Jorge Nieto Jr. is a UES Project Manager with 13 years of experience in the construction services industry. He holds a Bachelor's Degree in Civil Construction Engineering from Cal Poly Pomona and has experience in construction materials testing and inspections, building code compliance, and geotechnical engineering. Jorge has worked on a variety of projects, including airports, federal military construction, public schools, public works, medical facilities, and commercial developments. He leads project teams, coordinates resources, manages budgets, and ensures timely and successful project completion. Jorge's leadership is pivotal in maintaining high standards of performance and client satisfaction throughout each project's lifecycle. He typically serves as the branch estimator playing a critical role in project planning and budgeting, providing accurate cost estimates, and ensuring financial viability for each endeavor. Jorge's role involves not only managing day-to-day activities but also fostering a collaborative and productive work environment that promotes growth and excellence. His responsibilities encompass activities that are essential to delivering high-quality services, maintaining operational efficiency, and achieving strategic objectives. His leadership, technical expertise, and managerial skills are instrumental in driving project success.

PROJECT EXPERIENCE

ROSE ELEMENTARY SCHOOL

OXNARD, CA

Jorge was the Project Manager on this elementary school project. He was responsible for managing special inspections and material testing, as well as performing inspections on site.

DRIFFILL ELEMENTARY SCHOOL

OXNARD, CA

UES performed a pavement investigation and evaluation for an existing pavement. The scope of work consisted of coring, DCP testing, laboratory testing, and engineering analyses. Jorge was Project Manager.

MYRTLE ELEMENTARY, LAMONT, CA

Jorge was the Project Manager on this project. He was responsible for managing special inspections and material testing on this new elementary school, as well as performing on-site inspections.

THE HUB ON CAMPUS LA

LOS ANGELES, CA

This USC student housing project is a seven-story mixed-use building with 79 wood-framed residential units. Jorge provided reinforced concrete observation and inspections, soil grading and observation inspections, and material testing for this project.

BOULDER RIDGE ELEMENTARY SCHOOL, MENIFEE, CA

Jorge provided grading observation and soil compaction testing on this DSA elementary school project. .

VISTA MIDDLE SCHOOL

MORENO VALLEY, CA

Jorge provided grading observation and soil compaction testing on this DSA middle school project.



REFERENCES CONTINUED

Vishaal Aman from Palcrete, Inc. p. 714.757.5100

Tim McNicol from AMG & Associates, Inc., p. 661.625.3488

JORGE NIETO, JR.

PROJECT MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

SANTA MONICA UCLA MEDICAL **CENTER (OSHPD CONSTRUCTION**

SANTA MONICA, CA

Jorge was the Structural Field Supervisor overseeing field operations of structural components and construction methods during the construction process.

UC IRVINE MEDICAL CENTER (OSHPD CONSTRUCTION)

ORANGE, CA

Jorge was the Structural Field Supervisor overseeing field operations of structural components and construction methods during the construction process.

CHAPMAN UNIVERSITY, ORANGE CA

Jorge was the Structural Field Supervisor overseeing field operations of structural components and construction methods during the construction process.

VENTURA COUNTY FIRE STATION

NO. 34, THOUSAND OAKS, CA

Jorge was the Project Manager on this project. He was responsible for managing the special inspections and material testing for the new fire station.

ALDI, YUCCA VALLEY, CA

Jorge provided soil grading and observation inspections from over-ex to final grading approval. He also provided construction materials testing services.

AMAZON TORRANCE, TORRANCE, CA

Jorge worked on the Amazon Torrance project where he performed materials testing and

special inspections for soil grading and observation, reinforced concrete, and asphalt.

WALMART ROSEMEAD

ROSEMEAD, CA

On this Walmart project in Rosemead, Jorge performed materials testing and special inspections.

AIR STATION POINT MUGU

POINT MUGU, CA

Jorge was the Project Manager on this project. He was responsible for managing special inspections and material testing for the new air station.

HOUSE OF BLUES DOWNTOWN DISNEY, ANAHEIM, CA

For this project, Jorge assisted Live Nation with the restoration and relocation of the House of Blues in Downtown Disney.

ACRISUNE ARENA

COACHELLA VALLEY, CA

Jorge provided concrete observation testing and inspections on this arena project.

LTM 9 VICTORIA GATE **IMPROVEMENTS,** PORT HUENEME, CA

Jorge was the Project Manager on this project and was responsible for material testing and inspections. He also oversaw all dispatching operations for the inspectors and provided oversight on the lab material testing and published results.





BS, Geology, Allegheny College, Meadville, PA

YEARS OF EXPERIENCE

32

LICENSES & CERTIFICATIONS

Certified Engineering Geologist, CA No. 2057

Registered Geologist, CA No. 6469

USACE Construction Quality Management for Contractors

ACI Concrete Field Testing Technician - Grade I

Certified Nuclear Density Gauge Technician

CPN Radiation Safety Officer Seminar for Nuclear Gauge, No. 1012

UES HIRE DATE

03/01/1992

UES OFFICE

Riverside, CA

REFERENCES

Jon Parham p. 951.926.9244

Gregory Whitton, p. 951.809.4283

James Judziewicz, p. 951.203.8218

VINCENT J. PATULA, PG, CEG

ENGINEERING GEOLOGIST/BRANCH MANAGER

Vincent Patula is an experienced and knowledgeable Engineering Geologist with significant experience in geotechnical groundwork operations. Over the course of his career, Vincent has performed a variety of geotechnical investigations and other geotechnical services on the following types of projects: K-12 education, higher education facilities (CSU, UC, CCD), military, large private, large corporate, public works, and more. Vincent's working knowledge and variety in project experience allows him to provide a large spectrum of support services on projects. He is one of our team's key players.

PROJECT EXPERIENCE

MAINTENANCE & OPERATIONS FACILITIES & CENTRAL KITCHEN

PERRIS, CA

The project comprised a central complex construction of a 9,620 SF shop/warehouse, a 4,800 SF mechanical vehicle shop, a 4,800 SF administration building, and a 40,500 SF central kitchen building. UES provided a geotechnical and geohazard report, geotechnical, special inspection, and materials tesing services. Vince was a Project Manager and Senior Engineering Geologist.

RUBIDOUX HIGH SCHOOL CONCERT HALL, RIVERSIDE, CA

This project consisted of a two-story, 14,000 SF performing arts venue with a theater, lobby classrooms, and supporting site work. UES provided materials testing, inspection, and geotechnical testing services. Vince was a Project Manager.

INNOVATIVE HORIZONS CHARTER SCHOOL PHASE II, PERRIS, CA

The construction of the new buildings included a state-of-the-art, two-story Media Arts building that houses specialty science and innovation labs, a one-story Vocational Technology/Cafeteria building that

houses specialty engineering and innovation labs, a one-story Boys' and Girls' Locker/Team Rooms building, and a one-story Satellite Kitchen to help support the main kitchen facility and offer students outdoor dining options. Vincent served as Project Manager.

ENCHANTED HILLS ELEMENTARY SCHOOL, PERRIS, CA

UES provided special inspections, material testing, and geotechnical monitoring and testing for the Enchanted Hills Elementary School. Vince was a Project Manager.

ELSINORE HIGH SCHOOL NEW PRACTICE GYMNASIUM

WILDOMAR, CA

The project consisted of a 6,500 SF practice gymnasium founded on shallow foundations, masonry construction, and structural steel framing. UES performed materials testing and inspection services. Vince was a Project Manager.



VINCENT J. PATULA, PG, CEG

ENGINEERING GEOLOGIST/BRANCH MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

GLEN AVON ELEMENTARY SCHOOL

JURUPA VALLEY, CA

This project consisted of alterations to one parking lot, one multi-purpose building, one kindergarten building C, five classroom buildings, D, E, F, G & H, construction of one library building, one administration building, and one site improvement. The alterations also included enhanced security with single point of access, creating community friendly MPR and media center spaces, improving ADA access, and upgrading electrical systems. Additionally, the administration building was modernized and the kindergarten play area was relocated away from the street. UES performed the reinforcing steel inspection, fabrication inspection, reinforced concrete placement, and batch plant inspection on the project. Vincent served as Project Manager.

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING, JURUPA VALLEY, CA

Vincent served as Project Manager on this project. The services performed on the project include reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction tests, asphaltic paving inspection, footing inspection, and various engineering services.

ELSINORE ELEMENTARY SCHOOL NEW ADMINISTRATION BUILDING, LAKE ELSINORE, CA

Vince served as the Project Manager and Senior Engineering Geologist. This project consisted of providing geotechnical services and investigation of geohazards.

FULLERTON HIGH SCHOOL NEW POOL AND BUILDING ADDITION, FULLERTON, CA

Vincent was part of the team that performed a preliminary geotechnical study for the demolition of the existing 5,500 SF swimming pool, which was replaced with a 75' by 105' swimming pool, a new building addition, a new Tickets and Concession building, a new pool chemical storage building, and alterations to the surrounding structures.

CPH SAN BERNADINO REPLACEMENT FACILITY

LOMA LINDA, CA

Vince served as the Project Manager and Senior Engineering Geologist. This project consisted of providing geotechnical services and investigation of geohazards for the facility.

RADY CHILDREN'S HOSPITAL, MURRIETA, CA

This project consisted of an approximately 93,000 SF multi-story Children's Hospital building. Construction consisted of aggregate pier, concrete grade beam, structural slab foundation, and structural steel frame with stucco exterior and flexible pavement. Vince was the Project Manager.

MONUMENT RANCH ELEMENTARY SCHOOL - NEW CAMPUS, PERRIS, CA

UES provides geotechnical services and investigates geohazards on the new elementary school campus. This project consists of grading an approximately 23-acre site and building new combination buildings, parking areas, drop-off areas, access roads, sidewalks, and below-grade utilities. Vince is the Project Manager and Senior Engineering Geologist.

WASSON CANYON ELEMENTARY SCHOOL - NEW CAMPUS GEOTECHNICAL INVESTIGATION

LAKE ELSINORE, CA

This is a \$19K contract consisted of providing geotechnical services and investigation of geohazards for the new elementary school campus. These services included subsurface explorations, laboratory testing, and engineering analyses to provide recommendations for earthwork and pavement structure sections. The proposed development will consist of a new elementary school comprised of six buildings and a lunch shelter totaling approximately 58,000 SF in footprint area. Vince was Project Manager and Senior Certified Engineering Geologist.





Post Graduate Studies in Coastal Engineering, California State University, Los Angeles

MS, Geotechnical Engineering, California State University, Los Angeles

BS, Civil Engineering, California State University, Los Angeles

YEARS OF EXPERIENCE

40

LICENSES & CERTIFICATIONS

Professional Geotechnical Engineer, CA No. 2553

Professional Engineer, CA No. 52029

UES HIRE DATE

04/30/2013

UES OFFICE

Riverside, CA

REFERENCES

Art Scott p. 626.829.8318

Douglas Henning p. 805.861.8353

Rick Ostrander p. 626.829.8322

DHARMESH AMIN, MS, PE, GE

GEOTECHNICAL ENGINEER

Dharmesh Amin has been working in the Civil, Geotechnical, and Environmental industries for over 40 years. As one of our team's Geotechnical Engineers, Dharmesh oversees activities associated with projects including planning and personnel assignment, laboratory operations, report production, verification and validation, and accounting. Dharmesh routinely performs civil, geotechnical investigations, documentation, testing, and inspection on construction projects. He has performed geotechnical and materials testing and inspection documentation on construction projects, as well as geotechnical and foundation design, report preparation, and fault studies on several public works projects.

Dharmesh has supervised soils, rock, concrete, steel, and asphalt testing laboratories and certified several concrete, asphalt, and soil testing laboratories for with DSA, AMRL, CCRL, and City of Los Angeles accreditations. He has also performed soil corrosion testing. His environmental work includes Phase I, II, and III investigations; methane studies and designs; air quality monitoring; and radon, lead, and asbestos testing. Dharmesh also demonstrates experience with Civil, Grading, Drainage, Hydraulics, and Surveying, including small civil/grading projects to property surveys, soil corrosivity to erodibility studies, drainage design, and hydraulics to mud flow calculations.

PROJECT EXPERIENCE

OXNARD UNIFIED SCHOOL DISTRICT VARIOUS PROJECTS

OXNARD, CA

Dharmesh was the Geotechnical Engineer of Record for these projects. Oxnard school projects are typically challenging due to highly liquefiable soil conditions. Our engineers and geologists specialized in providing economical, yet technically sound and proficient mitigations of the potential effects utilizing relatively inexpensive building materials. UES was in charge of the geotechnical investigation and consultation, drilling observation of relatively deep hollow-stem borings, and Cone Penetration Testing for the site. UES provided recommendations regarding seismic/geologic hazards, earthwork, shallow foundation, slope stability, seismic hazards, lateral earth pressures, and soil corrosion

potential. Additionally, UES provided environmental consulting on a project for a new school building at Driffell Elementary School. The testing and inspection services involved concrete, shotcrete, masonry, grout, soil compaction, welding, epoxy placement, ceiling wires, rebar placement, rebar strength, fireproofing, roofing, doweling, and bolt placement. Projects have included:

- Driffill Elementary School
- Elm Elementary School Replacement
- Lemonwood Elementary School Replacement (details below)
- Rose Elementary School
- Thurgood Marshall Elementary School
- Oxnard High School No. 8
- Oxnard Unified School District Transportation Center



DHARMESH AMIN, MS, PE, GE

GEOTECHNICAL ENGINEER, RESUME CONTINUED

PROJECT EXPERIENCE

LEMONWOOD ELEMENTARY SCHOOL REPLACEMENT, OXNARD, CA

Dharmesh was the Geotechnical Engineer of Record for this project. He performed the field work and produced a geotechnical and geologic report for the proposed school. Dharmesh also provided technical consultation and managed documentation submitted to the DSA during the construction and reviewed construction documents for code compliance and conformance. The proposed school site was found to be relatively difficult to build due to the presence of groundwater close to the surface, a high potential for liquefaction during an earthquake, and a high risk for flooding during tsunamis. UES was in charge of the geotechnical engineering and geologic investigation report via multiple geotechnical borings, CPTs, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects, and design parameters. The soil and construction inspections have been provided and are ongoing. As the geotechnical firm for the project, our field inspections included foundation observations, drilled pier observations, inspections of infiltration systems and soils (such as nuclear gauge compaction testing) during grading.

FULLERTON HIGH SCHOOL NEW POOL AND BUILDING ADDITION, FULLERTON, CA

Dharmesh was part of the team that performed a preliminary geotechnical study for the demolition of the existing 5,500 SF swimming pool, which was replaced with a 75' by 105' swimming pool, a new building addition, a new Tickets and Concession building, a new pool chemical storage building, and alterations to the surrounding structures. Dharmesh was a Geotechnical Engineer.

MARSHALL ES, FOWLER USD, FOWLER, CA

UES conducted a Geotechnical Investigation and Geologic Hazards Assessment for the proposed development of seven new preschool, transitional kindergarten, kindergarten classrooms, and playgrounds at Marshall Elementary School. Dharmesh was the Project Manager and Geotechnical Engineer of Record.

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING, JURUPA VALLEY, CA

Dharmesh served as Geotechnical Engineer. UES's services included geotechnical engineering, reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction tests, asphaltic paving inspection, footing inspection, and various engineering services.

DRIFFILL ELEMENTARY SCHOOL, OXNARD, CA

UES performed a pavement investigation and evaluation for an existing pavement. The scope of work consisted of coring, DCP testing, laboratory testing, and engineering analyses. Dharmesh was the Senior Geotechnical Engineer.

RUBIDOUX HIGH SCHOOL CONCERT HALL

RIVERSIDE, CA

This project consisted of a two-story, 14,000 SF performing arts venue with a theater, lobby classrooms, and supporting site work. UES performed material testing, special inspections, and geotechnical testing services. Dharmesh was a Geotechnical Engineer.

ENCHANTED HILLS ELEMENTARY SCHOOL

PERRIS, CA

UES provided special inspections, material testing, and geotechnical monitoring and testing for the Enchanted Hills Elementary School. Dharmesh was a Geotechnical Engineer.

ELSINORE HIGH SCHOOL NEW PRACTICE GYMNASIUM, WILDOMAR, CA

For this 6,500 SF practice gymnasium founded on shallow foundations, masonry construction, and structural steel framing; UES performed inspections. Dharmesh was a Geotechnical Engineer.



DHARMESH AMIN, MS, PE, GE

GEOTECHNICAL ENGINEER, RESUME CONTINUED

PROJECT EXPERIENCE

LAMONT UNIFIED SCHOOL DISTRICT VARIOUS PROJECTS, LAMONT, CA

Dharmesh was the Geotechnical Engineer and Laboratory of Record for these projects. Lamont school projects (Alicante and STEM Academy) are typically challenging due to compressive soil conditions. Our engineers and geologists specialized in providing economical, yet technically sound and proficient mitigations of the potential effects utilizing relatively inexpensive building materials. UES was in charge of the geotechnical investigation and consultation, drilling observation of relatively deep hollow-stem borings, and Cone Penetration Testing for the site. UES provided recommendations regarding seismic/ geologic hazards, earthwork, shallow foundation, slope stability, seismic hazards, lateral earth pressures, and soil corrosion potential. Additionally, UES provided environmental consulting on a project for a new school building at Myrtle Elementary School.

MAINTENANCE & OPERATIONS FACILITIES & CENTRAL KITCHEN, PERRIS, CA

The project comprised a central complex construction of a 9,620 SF shop/warehouse, a 4,800 SF mechanical vehicle shop, a 4,800 SF administration building, and a 40,500 SF central kitchen building. UES provided a geotechnical and geohazard report, geotechnical, special inspection, and materials tesing services. Dharmesh was a Geotechnical Engineer.

KERN AVENUE ES, MCFARLAND USD, MCFARLAND, CA

This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, DSA inspections, and Geotechnical Engineer of Record. UES responsibilities include soils/compaction testing, cast-in-place concrete, structural steel, and post-installed anchors. Richard is the Project Manager.

DOWNEY HIGH SCHOOL AQUATIC CENTER RENOVATION, DOWNEY, CA

This project is a geotechnical investigation to design and construct a new scoreboard, shade structure, and pool removal and reconstruction. The existing development is exhibiting distress. Due to the project's location an investigation for liquefaction is required. Dharmesh is Senior Geotechnical Engineer.

WASSON CANYON ELEMENTARY SCHOOL - NEW CAMPUS GEOTECHNICAL INVESTIGATION

LAKE ELSINORE, CA

This is a \$19K contract consisted of providing geotechnical services and investigation of geohazards for the new elementary school campus. These services included subsurface explorations, laboratory testing, and engineering analyses to provide recommendations for earthwork and pavement structure sections. The proposed development will consist of a new elementary school comprised of six buildings and a lunch shelter totaling approximately 58,000 SF in footprint area. Dharmesh was Senior Geotechnical Engineer.

MONUMENT RANCH ELEMENTARY SCHOOL - NEW CAMPUS, PERRIS, CA

UES provides geotechnical services and investigates geohazards on the new elementary school campus. This project consists of grading an approximately 23-acre site and building new combination buildings, parking areas, drop-off areas, access roads, sidewalks, and below-grade utilities. Dharmesh is Senior Geotechnical Engineer.

CSUSM COMPUTER SCIENCE AND ENGINEERING ADDITION AND RENOVATION, SAN MARCOS, CA

The scope of work included the addition of a 4,000 SF new ground-level instruction space, new covered outdoor canopy area, and an interior tenant improvement of 7,000 SF of support space with included TA offices, student affairs intake, student study, and storage on two floor levels within the existing Computer Science and Engineering Building. UES provided testing and inspection for concrete, bolting, epoxy, grout, post-installed anchor, field/shop welding, non-destructive testing, soils, and all associated laboratory tests. Dharmesh served as the Project Manager and Lead Geotechnical Engineer.





MBA, California State University, San Bernardino

BS, Civil Engineering, San Diego State University, CA

YEARS OF EXPERIENCE

39

LICENSES & CERTIFICATIONS

Professional Civil Engineer

- CA No. 43612
- NV No. 013546
- AZ No. 39163
- CO No. 0037454
- PA No. 070975
- NM No. 16190
- NC No. 040447

Professional Geotechnical Engineer, CA No. 2271

Certified Environmental Manager & Assessor (CEM), NV No. 2410

Certified Nuclear Density Gauge Technician

ICC No. 5003405

- Structural Masonry
- Structural Steel and Welding
- Spray-Applied Fireproofing

QSP/QSD/QISP No. 22010

OSHA 40-hour

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER

Dean Stanphill has over 39 years of applicable experience on geotechnical and environmental projects throughout the western United States. His clients have included governmental agencies and private entities and have included a wide range of projects, such as landfills, bridges, airports, water and wastewater treatment facilities, commercial and industrial centers, and residential developments. Dean has also conducted numerous geotechnical investigations for school projects in California, including community colleges, state colleges, University of California projects, and K-12 schools, including those designed and constructed under the oversight of the California Division of the State Architect. Dean's experience also includes providing geotechnical services for various energy related projects, including those for electrical power generation and renewable energy projects for geothermal, solar, renewable nature gas, and wind energy.

PROJECT EXPERIENCE

K-12 SCHOOL PROJECTS, MULTIPLE LOCATIONS, CA

Dean has provided a variety of services for K-12 school districts including the following:

- Mammoth Unified School District
- Bakersfield City School District
- Los Angeles Unified School District
- Oxnard School District
- Lake Tahoe Unified School District
- Tahoe Truckee Unified School District

AL TAHOE MIDDLE SCHOOL - BOYS AND GIRLS CLUB

SOUTH LAKE TAHOE, CA

Dean was the Geotechnical Engineer of Record for the expansion of the Boys and Girls Club facility at the Al Tahoe Elementary school. The project was located at South Lake Tahoe California. Work was performed under the oversight of the California Division of the State Architect.

CARPENTER ELEMENTARY SCHOOL, DOWNEY, CA

UES is performing a preliminary geotechnical investigation for proposed additions and renovations. Dean is a Geotechnical Engineer.

HOLLINGSWORTH ELEMENTARY SCHOOL NEW MODULAR RESTROOM AND PLAYGROUND RENOVATION, ROLLING HEIGHTS, CA

This is a \$63K contract for providing all the required materials testing and inspection as the Laboratory of Record for Rowland Unified School District. The project involves the new construction of a modular restroom building with concrete foundation and playground equipment, along with site drainage and accessibility improvements. As the Geotechnical Engineer of Record, Dean ensures that during the construction phase all soils testing and was done according to specifications and observation was performed per the geotechnical recommendations



UES HIRE DATE

08/13/2018

UES OFFICE

Oxnard, CA

REFERENCES

Jeff Bozeman p. 916.715.1044

John McNamara p. 714.372.8281

Darrell Thompson p. 760.977.8106

DEAN STANPHILL, PE, GE, CEM

PRINCIPALGEOTECHNICALANDENVIRONMENTALDEPARTMENTMANAGER.RESUMECONTINUED

PROJECT EXPERIENCE

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING

JURUPA VALLEY, CA

Dean served as Geotechnical Engineer. UES's services included geotechnical engineering, reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction tests, asphaltic paving inspection, footing inspection, and various engineering services.

OXNARD ELEMENTARY SCHOOL DISTRICT, OXNARD, CA

Dean oversaw and directed the remediation and removal of petro-leum impacted soils at the site. These materials were first noticed during mass grading operations and based on field observations, the lateral extent of the contamination was identified. Processes and procedures were developed to test, segregate, stockpile, and remove these soils to a nearby landfill. Confirmation sampling and evaluations were performed to verify that all impacted soil had been removed.

MAMMOTH UNIFIED SCHOOL DISTRICT, MAMMOTH LAKES, CA

Dean has provided geotechnical, construction inspection, and DSA laboratory services for project for the Mammoth Unified School District. This has included new construction at the Elementary and Middle Schools and a new seismic retrofit of the High School. Services have been provided over the past three years and it is

anticipated that work will continue of another two years.

MAMMOTH MIDDLE SCHOOL AND HIGH SCHOOL, MAMMOTH LAKES, CA

Dean is the Geotechnical Engineer of Record for several new projects for Mammoth Unified School District. This includes a new building expansion at the middle school and for a major new expansion for the High School. Work was performed under the oversight of the California Division of the State Architect.

COLD SPRINGS ELEMENTARY

RENO, NV

Dean was the Principal Geotechnical Engineer on this project and evaluated subsurface conditions in order to provide geotechnical engineering criteria relative to the design of the new elementary school, access roadways, and detention basin.

SUN VALLEY MIDDLE SCHOOL

SUN VALLEY, NV

As the Geotechnical Engineer, Dean provided a prelinary geotechnical report for a proposed 80-acre middle school with football, baseball, soccer fields, playgrounds, basketball courts, and future school.

DON BOSCO SCHOOL HAZARDOUS MATERIALS SURVEY

ROSEMEAD, CA

For this historical school building demolition, Dean was the Project Manager overseeing the hazardous materials survey.





BS, Geology, Spanish Minor, California State Polytechnic University, Pomona

YEARS OF EXPERIENCE

9

LICENSES & CERTIFICATIONS

Caltrans No. 5070

 CT 504, CT 518, CT 539, CT 540, CT 543, CT556, CT 557

ACI No. 1348783

- Concrete Laboratory Testing Technician - Level I
- Shotcrete Inspector

ICC No. 8890462

- Soils Special Inspector
- Reinforced Concrete Special Inspector
- Prestressed Concrete Special Inspector

DSA No. 6566, Certified Shotcrete Inspector

NRMCA Certified Concrete Technologist - Levels II and III

Certified Nuclear Density Gauge Technician

OSHA HAZWOPER 40-hour

UES HIRE DATE

10/05/2020

GUSTAVO DAVILA

PROJECT MANAGER/FIELD SUPERVISOR

Gustavo Davila has over nine years of industry experience throughout California and Washington. He has experience providing quality control services for a cement supplier, ensuring compliance and building relationships with municipalities and testing laboratories. At UES, Gustavo serves as a Project Manager and Field Supervisor based in Southern California. Chief among his responsibilities is the oversight of testing and inspections and performing testing on concrete, grout, and mined materials, among others.

PROJECT EXPERIENCE

ESTANCIA HIGH SCHOOL PAVING REPLACEMENT, COSTA MESA, CA

This is a \$90K contract for a geotechnical and laboratory testing on a pavement replacement project of about 140,000 SF paved hard-court area. As Field Supervisor and Field Inspector, Gustavo drilled and logged the bore holes on the project. He also identified material in the field and ran compaction tests and expansion indexes in the laboratory to better understand the effects on the new pavement replacement.

MAMMOTH HIGH SCHOOL ADDITION AND MODERNIZATION,

MAMMOTH LAKES, CA

This is a \$354K contract for a Geotechnical Engineer of Record/ DSA testing laboratory, materials testing & inspection, geotechnical engineering services job for a new Library/Admin building, volleyball court, and other improvements of about 12,000 SF. Gustavo is our Special Inspector onsite. He observed construction and made sure that the work was done according to DSA and the project specific specifications. Gustavo maintains a relationship with the project team to provide assistance to keep the project on time and in budget.

REPLACEMENT OF PERIMETER FENCING AND GATES, LENNOX, CA

This is a \$13K contract for a materials testing and inspection services project consisting of alterations and replacement of perimeter fencing and gates. As Field Supervisor and Field Inspector, Gustavo provides observation of the soils during the process of the project, and obtained samples of soils for testing back in the lab.

PACIFIC CLINICS HEAD START BUILDING, GLENDALE, CA

This was a \$25K contract for a materials testing and inspection, geotechnical monitoring and testing job for a new modular child care clinic of about 2,160 SF on the Glendale Community College Campus. As Field Supervisor and Field Inspector, Gustavo provided special inspections and observed the construction team during concrete, rebar, and welding to confirm the work was done to the project's specifications.



UES OFFICE

Riverside, CA

REFERENCES

Jesus Pena, p. 818.378.6275

Bertha Campos, p. 213.500.7623

Justin Etamani, p. 808.726.7983

GUSTAVO DAVILA

PROJECT MANAGER/FIELD SUPERVISOR, RESUME CONTINUED

PROJECT EXPERIENCE

CLAREMONT MCKENNA COLLEGE

CLAREMONT, CA

This is a \$20K contract for a quality assurance/quality control, and BID services for art installation. As Field Supervisor and Field Inspector, Gustavo provided special inspections and observations.

CSUSM COMPUTER SCIENCE AND ENGINEERING ADDITION AND RENOVATION, SAN MARCOS, CA

The scope of work included the addition of a 4,000 SF new groundlevel instruction space, new covered outdoor canopy area, and an interior tenant improvement of 7,000 SF of support space with included TA offices, student affairs intake, student study, and storage on two floor levels within the existing Computer Science and Engineering Building. UES provided testing and inspection for concrete, bolting, epoxy, grout, post-installed anchor, field/shop welding, non-destructive testing, soils, and all associated laboratory tests. As Field Supervisor and Field Inspector, Gustavo provided special inspections and observations.

CSUSM SOCIAL AND BEHAVIORAL SCIENCES BUILDING

SAN MARCOS, CA

This project comprised a 106,509 gross SF classroom/office building that houses the College of Humanities and Behavioral and Social Sciences (CHABSS). The building adds 739 classroom seats: 461 FTE in Lecture, 51 FTE in the Lower Division Lab, and 132 FTE in the Upper Division Lab. There are graduate research spaces, 125

faculty offices, a Dean's suite, ten department suites, support spaces, conference rooms, and computer labs. UES's scope of work included material testing and inspection of reinforced concrete, masonry, shop and field welding, NDE/magnetic particle testing, anchors, mortar, grout, and fireproofing. As Field Supervisor and Field Inspector, Gustavo provided special inspections and observations.

SCHAFFER DAM SPILLWAY EXPANSION - TULE RIVER

TULARE COUNTY, CA

Gustavo provided asphalt sampling, base testing, asphalt coring, and concrete placement for the enlarged spillway along with grading downstream of the spillway.

I-405 IMPROVEMENT PROJECT

ORANGE COUNTY, CA

Gustavo provided LCC sampling, testing, and placement observation to help provide quality control services to Cell-Crete for multiple retaining walls throughout the I-405 alignment on the north and south bound.

PARK PLACE, IRVINE, CA

Gustavo performed ground penetrating radar scans in order to core the roof of an existing courtyard. Gustavo also performed non-destructive tests on a slab of the courtyard.





BS, Construction Engineering Technology, California State Polytechnic University, Pomona

YEARS OF EXPERIENCE

10

LICENSES & CERTIFICATIONS

ACI No. 02187794, Concrete Field Testing Technician -Grade I

Certified Nuclear Density Gauge Technician

OSHA

- HAZWOPER 40-hour
- 10-hour

ICC No. 10235920, Soils Special Inspector

UES HIRE DATE

07/11/2022

UES OFFICE

Bakersfield, CA

REFERENCES

Rocky Urieta, p. 626.327.0285

Brian Sanchez, p. 714.760.5016

Troy To, p. 714.363.2463

MARIO PONCE

FIELD TECHNICIAN/PROJECT COORDINATOR

Mario Ponce is a Field Technician and Project Coordinator with over ten years of experience in the construction industry. His experience consists of steel working, laboring, BlueBeam plan review, and surveying. He is a proficient problem solver and an essential team member for UES.

PROJECT EXPERIENCE

KERN AVENUE ES, MCFARLAND

USD, MCFARLAND, CA

This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, DSA inspections, and Geotechnical Engineer of Record. UES responsibilities include soils/compaction testing, cast-in-place concrete, structural steel, and post-installed anchors. Mario is a Field Technician performing compaction testing and concrete inspection.

THE MYRTLE AVENUE SCHOOL

LAMONT, CA

Mario performed batch plant inspections, concrete sampling and testing, and rebar tagging and sampling for construction of a new elementary school.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS, GATEWAY

HALL, CAMARILLO, CA

The Gateway Hall project was a Mixed-Use development on 88,000 SF containing housing, instructional space, department labs, academic workplace, and gathering space. UES provided geotechnical engineering and construction materials testing for the project. Mario was a Project Engineer.

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Mario is an Inspector performing Caltrans certified compaction testing and grading observation. Mario inspects soils.

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Mario is an Inspector performing Caltrans certified compaction testing and grading observation. He inspected soils and reinforced concrete.





YEARS OF EXPERIENCE

LICENSES & CERTIFICATIONS

ACI No. 01629527, Concrete Field Testing Technician -Grade I

Caltrans No. 3111

 CT 105, CT 125 AGG, CT 201, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229

Certified Nuclear Density Gauge Technician

OSHA 10-hour

Oilfield Passport

UES HIRE DATE

06/12/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Kristin Jimenez, p. 661.792.5485

Sarah Weaver, p. 559.791.7843

Art Aguilar, p. 661.373.9506

ADAM BLACKWELL

SPECIAL INSPECTOR

Adam Blackwell has 7+ years of experience in the construction industry, working for various companies such as Kern County Public Works, NV5, Caltrans Consultant, G3, BSK, and UES. He has been involved in both inspection and testing portions of projects ranging from soil work to asphalt testing and inspections, as well as concrete testing and reviews. Adam has been involved in both sides of the testing and inspection industry, being a QC rep and a QA representative. Adam also has extensive experience in the laboratory testing of construction materials, including asphalt, soils, aggregates, and concrete.

PROJECT EXPERIENCE

KERN AVENUE ES, MCFARLAND USD, MCFARLAND, CA

This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, DSA inspections, and Geotechnical Engineer of Record. UES responsibilities include soils/compaction testing, cast-in-place concrete, structural steel, and post-installed anchors. Adam is a Special Inspector performing compaction testing and soils inspection.

TAMARACK ELEMENTARY SCHOOL, AVENAL, CA

This project included geotechnical investigation was to assess the subsurface conditions at the project site and provide geotechnical engineering recommendations for developing plans and specifications. The investigation involved a thorough field exploration, comprehensive laboratory testing, meticulous engineering analyses, and the preparation of a report to outline the results.

MCFARLAND MIDDLE SCHOOL -**NEW SHADE STRUCTURES**

MCFARLAND, CA

UES provided special inspection and materials testing in accordance with the 2019 California Building Code and project specifications as directed by the client and their designated site representative for new shade structures.

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Adam is an Inspector performing Caltrans certified compaction testing and grading observation.





YEARS OF EXPERIENCE

3

LICENSES & CERTIFICATIONS

Caltrans No. 5424

 CT 105, CT 125, CT 125 HMA, CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229, CT 231

UES HIRE DATE

10/4/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Fabian Mendoza, p. 559.791.7867

Weston Watson, p. 661.746.5067

Pedro Nunez, p. 559.361.3055

VICTOR SUAREZ

SPECIAL INSPECTOR

Victor Suarez has over three years of industry experience in Kern County and neighboring counties. He has experience performing quality control and quality assurance for soils and asphalt. Victor has also has experienced providing inspections on the processing of material and compaction at various worksites ensuring compliance with specifications. His responsibilities include conducting various Cal-Trans test methods to ensure material being used meets specifications. These responsibilities extend to include working with survey to ensure test-site location, conduct tests when requested, and informing both contractor and engineer of results.

PROJECT EXPERIENCE

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Victor is an Inspector performing Caltrans certified compaction testing and grading observation. He was responsible for testing soil density to ensure compaction specification was met.

PORTERVILLE VILLA STREET

PORTERVILLE, CA

UES is conducting soil sampling and compaction testing using a nuclear density gauge above the storm drain line. Also, UES is sampling and testing the area where a new section of storm drain pipe will be placed before the addition of the wing wall. The team continues grading observation and testing throughout various sections, including water mains, storm drain pipes, sewer laterals, concrete

improvements, culvert extensions, base, and asphalt testing. UES also ensures the quality assurance. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.

SB1 PROJECT NO. 4, LOCAL STREETS & ROAD RESURFACING AND REHABILITATION, DELANO, CA

This project consists of local street resurfacing and rehabilitation of the local streets connected to Garces Hwy. UES is performing materials testing and inspection services. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.

CITY OF SHAFTER STRINGHAM PARK AMENITIES, SHAFTER, CA

UES conducted soil sampling and compaction testing using a nuclear gauge on sidewalks, curbs, gutters, and bench pads on the corner of Lerdo Highway and James St for this new residential park construction with multiple amenities. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.





YEARS OF EXPERIENCE

12

LICENSES & CERTIFICATIONS

ACI No. 01095613

- Concrete Field Testing Technician - Grade I
- Aggregate Base Testing Technician
- Aggregate Testing Technician - Level I
- Aggregate Testing Technician - Level II
- Concrete Strength Testing Technician
- Concrete Laboratory Testing Technician - Level I
- Masonry Laboratory Testing Technician

NAQTC No. 000859

- Sampling and Density
- Aggregate Testing
- Asphalt Extended

UES HIRE DATE

08/12/2019-04/27/2021

01/27/2022-Present

UES OFFICE

Bakersfield, CA

REFERENCES

Arturo Aguilar, p. 661.373.9506

James Camps, p. 949.852.0218

Michael Zuniga, p. 805.760.8569

CHRISTOPHER CROSLEY

SPECIAL INSPECTOR/LABORATORY TECHNICIAN

Christopher Crosley brings over 12 years of experience to our team. He previously worked on the manufacturing side of the industry until 2017, when he entered the industry's inspection side. Christopher performs laboratory tests on soil samples such as consolidation, expansion index, expansion potential, Atterberg limits, maximum dry density, direct shear, and chemical tests, as well as compressive strength tests on concrete, masonry, mortar, and grout samples. He also conducts laboratory resistivity tests, performs field observations, and samples and tests concrete, asphalt concrete, epoxy grouted bolts, masonry grout, extraction of asphalt, ignition, theoretical maximum specific gravity, marshall stability and flow, TSR, and Hveem.

PROJECT EXPERIENCE

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

PORTERVILLE VILLA STREET

PORTERVILLE, CA

UES is conducting soil sampling and compaction testing using a nuclear density gauge above the storm drain line. Also, UES is sampling and testing the area where a new section of storm drain pipe will be placed before the addition of the wing wall. The team continues grading observation and testing throughout various sections, including water mains, storm drain pipes, sewer laterals, concrete improvements, culvert extensions, base, and

asphalt testing. UES also ensures the quality assurance. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

SB1 PROJECT NO. 4, LOCAL STREETS & ROAD RESURFACING AND REHABILITATION, DELANO, CA

This project consists of local street resurfacing and rehabilitation of the local streets connected to Garces Hwy. UES is performing materials testing and inspection services. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

CITY OF SHAFTER STRINGHAM PARK AMENITIES, SHAFTER, CA

UES conducted soil sampling and compaction testing using a nuclear gauge on sidewalks, curbs, gutters, and bench pads on the corner of Lerdo Highway and James St for this new residential park construction with multiple amenities.





AA, Construction Inspection, Palomar Community College, San Marcos, CA

YEARS OF EXPERIENCE

17

LICENSES & CERTIFICATIONS

ASNT No. 203036

- Level III Ultrasonic Testing
- Level III Magnetic Particle Testina

AWS Certified Welding Inspector

ICC No. 5262302

- Structural Steel & Welding Spec Inspector - Legacy
- Structural Steel and Bolting **Special Inspector**
- Structural Steel and Welding Special Inspector
- Reinforced Concrete Special Inspector
- Spray-Applied Fireproofing Special Inspector

City of San Diego Registered **Special Inspector**

ACI No. 1023379

- Concrete Field Testing Technician -Grade I
- Aggregate Testing Technician - Level 1

Certified Nuclear Density Gauge Technician

JOSH ROGERS

SENIOR SPECIAL INSPECTOR

Josh Rogers is one of UES's Senior Special Inspectors. He has worked in the industry for over 17 years and has experience working on all project types including: K-12, higher education institutions (CCD's, UC's, CSU's, etc.), public works, private corporations, and more. Uniquely, he is an NDT Level III Manager which allows him to perform NDT on a regular basis, as well as manage and discuss internal testing procedures. His responsibility as a Senior Special Inspector is to work on-site, communicate with authorized project personnel, perform his inspections, and document/write his sightings into a daily report. All of the inspections he conducts are to ensure compliance with the plans, specifications, and all other jurisdictional entities.

PROJECT EXPERIENCE

WILLOW ELEMENTARY SCHOOL CAMPUS, SAN DIEGO, CA

This \$43 million project involved demolishing the old, antiquated building and portable classrooms and rebuilding the 11-acre campus. The new campus has seven buildings totaling 85,000 SF with 44 classrooms, a library with a computer lab, and a large multipurpose room that doubles as a cafeteria and auditorium. Our firm was selected to provide the geotechnical evaluation and serve as this project's geotechnical engineer of record. Josh was a Senior Special Inspector.

SOLANA VISTA ELEMENTARY SCHOOL MODERNIZATION

SOLANA BEACH, CA

This \$30 million modernization project included demolishing all existing classroom buildings and the associated site improvements. The construction included a new 24-room classroom building, a multipurpose building, new pavements and hardscape, utility abandonment and installation, retaining walls, play areas, and landscaping. UES was the Geotechnical Engineer of Record, and performed materials testing

and inspection services. Josh was a Senior Special Inspector.

SAN PASCUAL VALLEY HIGH SCHOOL GYMNASIUM

WINTERHAVEN, CA

This project consisted of constructing a new gymnasium building and an accessible path from the new parking spaces to the new building. It also included installing a new shade structure/gathering place, landscaping, and fencing around the new building area. UES provided all the material testing and special inspections. Josh was a Senior Special Inspector.

SOUTHWESTERN COMMUNITY **COLLEGE PERFORMING ARTS CENTER, CHULA VISTA, CA**

This 72,529 SF Performing Arts Center, located adjacent to the new Wellness & Aquatics Complex at Southwestern Community College, features a 500-seat theater, a 151seat black box theater, instructional facilities, and a music/dance studio. UES was contracted as the Geotechnical Engineer of Record and provided compliance inspection services. Josh was a Senior Special Inspector.



LICENSES & CERTIFICATIONS CONTINUED

OSHA

- 10-hour
- 30-hour

UES HIRE DATE

04/03/20006-Present

UES OFFICE

Escondido, CA

REFERENCES

Tim O'Neil, p. 562.762.5390

Justin Runge, p. 951.536.1998

Gerald Shafer, p. 760.218.9218

JOSH ROGERS

SENIOR SPECIAL INSPECTOR, RESUME CONTINUED

PROJECT EXPERIENCE

SOLAR AT VARIOUS CHULA VISTA ELEMENTARY SCHOOL DISTRICT CAMPUSES, CHULA VISTA, CA

The Chula Vista Elementary School District (CVESD) is one of our repeat clients who hire us to perform geotechnical, materials testing, and special inspection services. Recently, we completed a contract with CVESD to perform our services on nearly 50 solar array projects across the district campuses. Daniel was a Senior Special Inspector.

OTHER SCHOOL PROJECT EXPERIENCE

PALOMAR COLLEGE - VARIOUS PROJECTS, SAN MARCOS, CA

SAN ELIJO ELEMENTARY SCHOOL SAN ELIJO, CA

LA JOLLA COUNTRY DAY SCHOOL BUILDING, LA JOLLA, CA

SANTANA HIGH SCHOOL HEALTH STORAGE CONVERSION, SANTEE, CA

POMERADO ELEMENTARY SCHOOL PHASE II, POWAY, CA

WILLOW ELEMENTARY SCHOOL EL CAJON, CA

MONTGOMERY HIGH SCHOOL SAN DIEGO, CA

SOUTHWEST HIGH SCHOOL SAN DIEGO, CA

HILLTOP HIGH SCHOOL CHULA VISTA, CA

OCEANSIDE HIGH SCHOOL **ATHLETIC FIELD, OCEANSIDE, CA**

SAN PASQUAL HIGH SCHOOL **ADDITIONS, ESCONDIDO, CA**

SAGE CREEK HIGH SCHOOL CARLSBAD, CA

AVIARA OAKS ELEMENTARY SCHOOL, CARLSBAD, CA

ORANGE GLEN HIGH SCHOOL EXPANSION, ESCONDIDO, CA

DEL LAGO ACADEMY, ESCONDIDO, CA

VALLEY CENTER HIGH SCHOOL POLE MOD, VALLEY CENTER, CA

NORMAN SULLIVAN MIDDLE SCHOOL, BONSALL, CA

BONSALL WEST ELEMENTARY SCHOOL, BONSALL, CA

VISTA DEL MAR SCHOOL SAN DIEGO, CA

MONTGOMERY MIDDLE SCHOOL EL CAJON, CA

PALMOUIST ELEMENTARY SCHOOL, OCEANSIDE, CA

ZAMORANO ELEMENTARY SCHOOL, SAN DIEGO, CA

WOODLAND PARK MIDDLE SCHOOL MODIFICATIONS SAN MARCOS, CA

JULIAN HIGH SCHOOL SCIENCE/ THEATRE BUILDINGS, JULIAN, CA





General Courses, University of Denver, CO

General Courses, Palomar Community College, San Marcos, CA

YEARS OF EXPERIENCE

32

LICENSES & CERTIFICATIONS

NICET No. 82920

- Construction Materials
 Testing (CMT) Asphalt Level
 I, II, III
- CMT Concrete Level II, III
- CMT Soils Level III
- Geotechnical (GEO) -Laboratory Level II
- GEO Construction Level III

ICC No. 5006134

- Soils Inspector
- Masonry Inspector
- Reinforced Concrete Inspector
- Spray-Applied Fireproofing Inspector

City of San Diego Certified Inspector, No. 1165

- Masonry Inspector
- Reinforced Concrete Inspector

ACI No. No. 00030539, Concrete Field Testing Technician - Grade I

DAVID DANOVER

FIELD SUPERVISOR

David Danover is a UES Field Supervisor who brings over 30 years of experience in materials testing and special inspections to our team. As a multi-certified inspector, David performs special inspections for reinforced concrete and masonry structures, soils observations, and relative compaction testing. His inspections include rebar installation, concrete, shotcrete and grout placements, epoxy dowel/anchor inspections, and mechanical anchor inspections. David also has experience managing projects, communicating with clients, and attending pre-construction meetings, staff meetings, and training sessions. Since joining UES, David has performed inspections on numerous public works and K-14 education projects.

PROJECT EXPERIENCE

MAINTENANCE & OPERATIONS FACILITIES & CENTRAL KITCHEN

PERRIS, CA

The project comprised a central complex construction of a 9,620 SF shop/warehouse, a 4,800 SF mechanical vehicle shop, a 4,800 SF administration building, and a 40,500 SF central kitchen building. UES provided a geotechnical and geohazard report, geotechnical, special inspection, and materials tesing services. David was a Special Inspector.

ENCHANTED HILLS ELEMENTARY SCHOOL, PERRIS, CA

UES provided special inspections, material testing, and geotechnical monitoring and testing for the Enchanted Hills Elementary School. David was a Special Inspector.

INNOVATIVE HORIZONS CHARTER SCHOOL PHASE II, PERRIS, CA

The construction of the project included a state-of-the-art, two-story Media Arts building that houses specialty science and innovation labs, a one-story Vocational Technology/Cafeteria building that houses specialty engineering and

innovation labs, a one-story Boys' and Girls' Locker/Team Rooms building, and a one-story Satellite Kitchen to help support the main kitchen facility and offer students outdoor dining options. David provided compaction testing inspections on the project.

VALLEY VIEW HIGH SCHOOL - NEW CLASSROOM, MORENO VALLEY, CA

David provided special inspections, including soils, masonry, and asphalt sampling on the project.

FUHS AUDITORIUM, FULLERTON, CA

David provided special inspections, including soils, masonry, and asphalt sampling and inspections on the FUHS Auditorium project.

LONG BEACH COMMUNITY COLLEGE, LONG BEACH, CA

David provided special inspections, including soils, masonry, and asphalt sampling and inspections on the Long Beach Community College project.



LICENSES & CERTIFICATIONS CONTINUED

DSA Masonry, No. 6354

UES HIRE DATE

06/14/2021-Present

UES OFFICE

Riverside, CA

REFERENCES

Andrew Larson, p. 951.234.9623

Lance Mowby, p. 949.554.3284

Clyde Drake, p. 951.775.3125

DAVID DANOVER

FIELD SUPERVISOR, RESUME CONTINUED

PROJECT EXPERIENCE

CAL POLY ELECTRICAL INFRASTRUCTURE UPGRADES (EIU), POMONA, CA

The University launched the Electrical Infrastructure Upgrade (EIU) project to accommodate technological innovations of the coming decades. This project includes the installation of additional electrical infrastructure upgrades. Various buildings throughout the campus were upgraded. UES performed the following quality control services, including soil compaction tests, concrete compression testing, and reinforced concrete inspection. David was Field Supervisor.

CONFIDENTIAL ARENA PROJECT

CALIFORNIA

David provided special inspections, including soils, masonry, and asphalt sampling and inspections on this project. The project involved the construction of a 300,000 SF arena.





BM, Music Composition, California State University, **Fullerton**

YEARS OF EXPERIENCE

5

LICENSES & CERTIFICATIONS

NICET No. 156067

- Level I Soils
- Level I Asphalt

ACI No. 2095341

- Aggregate Testing Technician - Level I
- Aggregate Base Testing Technician
- Concrete Field Testing Technician - Grade I
- Concrete Strength Testing **Technician**
- Concrete Laboratory Testing Technician - Level I

Certified Nuclear Density Gauge Technician

RSO Certification

UES HIRE DATE

11/22/2019-Present

UES OFFICE

Riverside, CA

SETH PATULA

LABORATORY SUPERVISOR

As a Laboratory Supervisor with UES, Seth Patula performs laboratory testing of soil, asphalt, concrete, and aggregate. He is also responsible for training new laboratory technicians, performing equipment calibrations and maintenance, ordering supplies, and preparing reports. Additionally, Seth assists in maintaining the quality manual and laboratory accreditations, including AASHTO re:source, CCRL, USACE, and DSA.

PROJECT EXPERIENCE

DOWNEY HIGH SCHOOL AQUATIC CENTER RENOVATION, DOWNEY, CA

This project is a geotechnical investigation to design and construct a new scoreboard, shade structure, and pool removal and reconstruction. The existing development is exhibiting distress. Due to the project's location an investigation for liquefaction is required. Seth is Laboratory Supervisor.

MONUMENT RANCH ELEMENTARY SCHOOL - NEW CAMPUS, PERRIS, CA

UES provides geotechnical services and investigates geohazards on the new elementary school campus. This project consists of grading an approximately 23-acre site and building new combination buildings, parking areas, drop-off areas, access roads, sidewalks, and below-grade utilities. Seth serves as the Laboratory Supervisor and performs materials testing in the lab.

RUBIDOUX HIGH SCHOOL CONCERT HALL, RIVERSIDE, CA

This project consisted of a two-story, 14,000 SF performing arts venue with a theater, lobby classrooms, and supporting site work. UES provided materials testing, inspection, and geotechnical testing services. As Laboratory Supervisor, Seth performed materials testing in the lab.

VA MEDICAL CENTER, DIETETICS BUILDING 300, LOS ANGELES, CA

The project consists of a multi-level, 35,000 SF partial subterranean housing food preparation storage, distribution, and administrative office serving the future essential Care Tower. The project consists of site grading, cast in place subterranean walls, reinforced masonry, structural steel framing, and a slab on grade structure. The project also includes associated mechanical, electrical, and plumbing distribution systems and site work, including paving and support utilities. UES is performing geotechnical support services, materials testing, and special inspections. As Laboratory Supervisor, Seth performs materials testing in the lab.

MORGAN PARK PHASE II, PERRIS, CA

The Morgan Park Phase II project is a new 4.87-acre portion of the existing Morgan Park. The initial steps of this project were demolition and site grading to begin construction. The new park includes a parking lot, restrooms, fencing, and various turf fields. UES's (formerly CTE) scope of work included providing the project with a firm capable of performing all the materials testing and geotechnical services. As Laboratory Supervisor, Seth performed materials testing in the lab.



REFERENCES

Andrew Larson, Southland Inspection, p. 951.234.9623

Patty Mata, p. 714.323.2586

Rene Aburto-Garcia, p. 702.994.5262

SETH PATULA

LABORATORY SUPERVISOR, RESUME CONTINUED

PROJECT EXPERIENCE

YAAMAVA RESORT & CASINO AT SAN MANUEL - EXPANSION

HIGHLAND, CA

The Yaamava Resort & Casino at San Manuel Expansion project broke ground in 2018, valued at around \$760 Million in construction. The project consisted of a new high-rise hotel, parking structure, event center, and casino expansion/additions. UES provided geotechnical engineering, materials testing, special inspections, and quality control management services. As Laboratory Supervisor, Seth performed materials testing in the lab.

MAINTENANCE & OPERATIONS FACILITIES & CENTRAL KITCHEN

PERRIS, CA

The project comprised a central complex construction of a 9,620 SF shop/warehouse, a 4,800 SF mechanical vehicle shop, a 4,800 SF administration building, and a 40,500 SF central kitchen building. UES provided a geotechnical and geohazard report, geotechnical, special inspection, and materials tesing services. Vince was a Project Manager and Senior Engineering Geologist. As Laboratory Supervisor, Seth performed materials testing in the lab.

DEFENSE LOGISTICS AGENCY DISTRIBUTION BARSTOW DISPOSITION WAREHOUSE PROJECT, BARSTOW, CA

UES is helping renovate an existing warehouse used for material disposition for the Department of Defense. The project intends to repair, renovate, and install new equipment.

UES is performing materials testing and special inspections. As Laboratory Supervisor, Seth performs materials testing in the lab.

OTHER PROJECT EXPERIENCE

INNOVATIVE HORIZONS CHARTER SCHOOL, PERRIS, CA

FULLERTON JOINT UNION HIGH SCHOOL AUDITORIUM
FULLERTON, CA

MOR FURNITURE, MURRIETA, CA

SIMULATION CENTER FORT IRWIN, CA

PERIMETER FENCE PROJECT MARCH AIR RESERVE BASE, CA

CHINA LAKE NAVAL AIR WEAPONS STATION (NAWS), CHINA LAKE, CA

- P1917/20/21 Trio
- South Airfield Military Construction
- P1904 Michelson Laboratory –
- RAM19-1835 Thermal Dynamics Test
- P1918 Technical Lab and Ordination

CLEARWATER AT NEWPORT BEACH LUXURY ASSISTED LIVING AND MEMORY CARE COMMUNITY

NEWPORT BEACH, CA

EDWARDS AIR FORCE BASE

KERN, LOS ANGELES, AND SAN BERNARDINO COUNTIES, CA

ACRISURE ARENA

THOUSAND PALMS, CA

TAB 6FEE PROPOSAL



Anticipated Construction Materials Testing & Inspection Services				
Marina West E	lementary School	I		
Cail Tasting and Inspection	Unit	Quantity	Unit Price	Item Tota
Soil Testing and Inspection			<u> </u>	
			4	
Soil Technician	Per Hour	240	\$135.00	\$32,400.00
Laboratory Maximimum Density Test	Each	3	\$240.00	\$720.00
Atterberg Limit Determination	Each	3	\$140.00	\$420.00
Sand Equivalent	Each	2	\$140.00	\$280.00
Sieve Analysis including Percent Passing No. 200 Sieve	Each	3	\$140.00	\$420.00
Soils Engineer (To verify all footings and foundations)	Per Hour	24	\$155.00	\$3,720.00
	Sub-Total			\$34,240.00
Concrete Testing and Inspection				
ICC Reinforced Concrete/Reinforcing Steel Special Inspector	Per Hour	40	\$135.00	\$5,400.00
Concrete Batch Plant Inspection	Per Hour	40	\$135.00	\$5,400.00
Tag and Sample Rebar	Per Hour	16	\$135.00	\$2,160.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	30	\$35.00	\$1,050.00
Rebar Tensile and Bend Testing	Each	9	\$80.00	\$720.00
Post-Installed Anchors	Per Hour	32	\$135.00	\$4,320.00
Sample Pick-Up	Per Hour	5	\$65.00	\$325.00
	Sub-Total			\$19,375.00
Masonry Testing and Inspection				
ICC Structural Masonry Deputy Inspector	Per Hour	24	\$135.00	\$3,240.00
Reinforcement and Anchors	Per Hour	16	\$135.00	\$2,160.00
Grout Prisms (3"x6")	Per Hour	8	\$35.00	\$280.00
Mortar Cubes (2" Cubes, ASTM C109)	Each	6	\$35.00	\$210.00
Masonry Prisms 8"x16"x8"	Each	4	\$125.00	\$500.00
Masonry Coring-2 Man Crew	Per Hour	8	\$240.00	\$1,920.00
Testing of Core Drilled Samples	Each	5	\$35.00	\$175.00
Masonry Absorption Test	Each	4	\$70.00	\$280.00
Sample Pick-Up	Per Hour	6	\$65.00	\$390.00
· · ·	Sub-Total			\$9,155.00
Steel Testing and Inspection				
Steel resting and inspection				
CWI Welding /Bolting Inspection (Field)	Per Hour	40	\$135.00	\$5,400.00
CWI Welding /Bolting Inspection (Field)	Per Hour	24	\$135.00	\$3,240.00
NDT (Ultrasonic, Dye Penetration, Magnetic Particle)	Per Hour	16	\$145.00	\$2,320.00
Test Unidentified Materials	Each	8	\$80.00	\$640.00
Non-Shrink Grout Inspection	Per Hour	8	\$135.00	\$1,080.00
Non-Shrink Grout Tispection Non-Shrink Grout Testing Cubes 2"x2"	Each	3	\$35.00	\$1,080.00
Sample Pick-Up	Per Hour	2	\$65.00	\$130.00
Sample Pick-Op	Sub-Total	2	\$65.00	\$12,915.00
Due is at Management and Tasky is al Camilage	JUD-101dl			\$12,315.00
Project Management and Technical Services				
			<u> </u>	
Administrative Assistant	Per Hour	16	\$75.00	\$1,200.00
Project Manager	Per Hour	24	\$155.00	\$3,720.00
Senior Engineer	Per Hour	16	\$190.00	\$3,040.00
Mix Design Review	Each	2	\$200.00	\$400.00
	Sub-Total			\$8,360.00
Construction Material Testing ar	d Inspection Total			\$84,045.00

TAB 7NON-COLLUSION DECLARATION



NON-COLLUSION DECLARATION

ATTACHMENT C

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares: President/ Area Director, I am the Southern California of	UES , the party making the foregoing [Name of Firm]			
bid/proposal.				
partnership, company, association and not collusive or sham. The bis solicited any other bidder/propose bidder/proposer has not directly any bidder/proposer or anyone e bidding/proposing. The bidder/proposer or any other by agreement, communication, of the bidder/proposer or any other element of the bid/proposal price contained in the bid/proposal are submitted its bid/proposal price divulged information or data relations.	the interest of, or on behalf of, any undisclosed person, on, organization, or corporation. The bid/proposal is genuine bidder/proposer has not directly or indirectly induced or ser to put in a false or sham bid/proposal. The or indirectly colluded, conspired, connived, or agreed with else to put in a sham bid/proposal, or to refrain from roposer has not in any manner, directly or indirectly, sought or conference with anyone to fix the bid/proposal price of r bidder/proposer, or to fix any overhead, profit, or cost e, or of that of any other bidder/proposer. All statements e true. The bidder/proposer has not, directly or indirectly, or any breakdown thereof, or the contents thereof, or ative thereto, to any corporation, partnership, company, itory, or to any member or agent thereof, to effectuate a and has not paid, and will not pay, any person or entity for			
Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.				
	ry under the laws of the State of California that the distribution that the declaration is executed on10.18.2024			
	[Date]			
at,	<u>CA</u> . [State]			
[City]				
Date: Proper Name of Bidder/Proposer:	10.18.2024			
Signature:	. 565			
Print Name:	Dan Math, PE, GE			
Title:	President/Area Director, Southern California			
END OF DOCUMENT				

TAB 8

CERTIFICATIONS REGARDING LOBBYING ACTIVITIES DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS



10.18.2024

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

ATTACHMENT D

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization:	
UES	
Street address:	
2400 Celsius Avenue, Unit J	
City, State, Zip:	
Oxnard, CA 93030	
Certified by: (type or print)	
Dan Math, PE, GE	
Гitle	
President/Area Director, Southern California	
Signature	
Date Control of the C	



Disclosure of Lobbying Activities

Approved by OMB 0348-004

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

1. Type of Federal Action:	2. Status of F	ederal	3. Report Type:		
□ contract	Action:		□ initial filing		
□ grant	☐ bid/offer/application		□ material change		
☐ cooperative agreement loan	□ initial award □ post-award		For material change only:		
□ loan guarantee			Yearquarter Date of last report		
□ loan insurance			· 		
4. Name and Address of Repo	orting Entity:	5. If Report awardee,	ing Entity in No. 4 is Sub-		
PrimeSub-awar	dee	Enter Name	and Address of Prime:		
Tier,	if Known:				
Congressional District, if known:		Congressional District, if known:			
6. Federal Department/Age	ncy:		Program Name/Description: ber, if applicable:		
8. Federal Action Number. it	8. Federal Action Number, if known:		9. Award Amount, if known:		
,,,,,,,, .		\$			
10a. Name and Address of L Registrant (if individual, last name, first		10b. Individuals Performing Services (including address if different from No.			
11. Information requested t form is authorized by title 3 section 1352. This disclosur lobbying activities is a mate	1 U.S.C. e of	Signature:			
representation of fact upon reliance was placed by the t when this transaction was n	which ier above	Print Name	::		
entered into. This disclosure	e is required	Dan Math	PE, GE		
pursuant to 31 U.S.C. 1352. information will be reported		Title:			
Congress semi-annually and	l will be		'Area Director, Southern California		
available for public inspection person who fails to file the i					
disclosure shall be subject t	o a civil	Telephone	No.: <u>760.873.3478</u> Date:		
penalty of not less than \$10 not more than \$100,000 for failure.		<u>10.</u> 18.202	4		
Federal Use Only		Authorized Reproducti LLL (Rev. 7	on Standard Form -		



Debarment, Suspension, and Other Responsibility Matters

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

- A. The Respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- В. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name
UES
Award Number, Contract Number, or Project Name Soils and Materials Testing Laboratory and Special Inspection Services for Marina West Elementar
School New Modular Classroom Buildings Name(s) and Title(s) of Authorized Representatives
Dan Math, PE, GE President/Area Director, Southern California
Signature(s)
Date
10.18.2024

TAB 9COMMENTS TO FORM OF AGREEMENT



ATTACHMENT A

UES does not have any comments or objections to Attachment A.



Learn more at **TeamUES.com**

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Authorization and Approval of the 2025/2026 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2 (Carroll)

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units or 6 upper division units in the subject to be taught (Grades K-8). Pursuant to Education Code 44256 (b) and 44258.2, each year the Board of Trustees must authorize/approve those teachers who are teaching outside of their credential authorization. The following teachers are serving in Proposition 28 (Arts and Music in Schools Funding) positions and presently working towards permanent authorizations. An explanation of the Education Code and list of teachers affected are as follows:

NameSubjectNathan AshMusicTara Austin-ScottArtJoel DoswellMusic

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board authorize and approve the 2025-26 Annual Teacher Assignment Report, as presented.

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Authorization and Approval for Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 School Years, Pursuant to Education Code Section 44831 (Carroll)

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

Pursuant to **Education Code Section 44831**, individuals holding a Speech-Language Pathologist license are authorized to provide services to children. The following is a list of licensed individuals:

2024-25	
License Holder	License
Karmin Ramirez	Speech Language Pathologist
2025-26	
License Holder	License
Brenda Aparicio	Speech Language Pathologist
Mikala Bowen	Speech Language Pathologist
Emily Carlson	Speech Language Pathologist
Alexander Ford	Speech Language Pathologist
Cinthya Lewis	Speech Language Pathologist
Shannon Moua	Speech Language Pathologist
David Olson	Speech Language Pathologist
Lyndy Raley	Speech Language Pathologist
Karmin Ramirez	Speech Language Pathologist
Jennifer Robinson	Speech Language Pathologist
Coral Spencer	Speech Language Pathologist
Kimberly Washington	Speech Language Pathologist

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees authorize and approve Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 school years, as listed.

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year (Carroll/Cordes)

The District is recommending that the Board of Trustees approve this action item for an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year until the employee receives a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver, as presented.

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #24-220 – DeBruin Enterprises, LLC. (Fox/Shea)

DeBruin Enterprises, LLC will provide teacher training and a three-week summer program centered on a space theme, designed to engage TK-8 students in space exploration and related careers. The program will feature visits from astronauts, hands-on STEAM activities, Astronomy Nights, and a Traveling Space Museum. Approval is recommended to spark student interest in STEM through immersive, interactive learning experiences. This will take place at all summer school sites: Curren School, Driffill School, Fremont Academy, Kamala School, Lemonwood School, Marina West School and Ramona School.

Term of Agreement: May 22, 2025 through August 1, 2025

FISCAL IMPACT:

Not to Exceed \$620,000.00 – Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-220 with DeBruin Enterprises, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #24-220, DeBruin Enterprises (83 Pages)

Proposal (6 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Effective Date:		
Service Provider:		
Address:		
	Authorized Representative:	
	Representative's Email:	
Type of Service:	Lead Agency	
• •	Enrichment Agency	

RECITALS

- A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).
- B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.
- D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

- E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.
- F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("<u>ELOP</u>") Program, After School Education and Safety ("<u>ASES</u>") Program, and/or the 21st Century Community Learning Centers ("<u>21st CCLC</u>") Program for academic school year commencing and ending (collectively, the "<u>Grant</u>"). The Grant may also apply to additional academic school years.
- G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.
- H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."
- **2. Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from to and including (the "<u>Term</u>"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

- a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.
 - i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

- iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

- c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.
- d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.
- 5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.
- **6. Termination**. This Agreement may be terminated as follows.
- a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.
- b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.
- c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

- d. **Termination by District for Convenience**. District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.
- Termination by District for Cause. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (e.g., repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to immediately suspend the Services of Service Provider if the circumstances reasonably warrant (e.g., due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.
- f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (e.g., payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.
- 7. School Closures. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

- **8. Service Provider's Representations and Warranties**. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:
- a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.
- b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.
- c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.
- d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

- a. For purposes of this Agreement, the term "<u>Records</u>" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:
 - i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
 - ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (e.g., proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
 - iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
 - iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

- v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.
- b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for a secure portal as directed by District.
- c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.
- d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.
- e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.
- 11. Independent Contractor. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.
- a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.
- b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

- 12. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.
- 13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.
- 14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.
- a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("Confidential Student Data") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("HIPAA"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("FERPA"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("PPRA"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, et seq.) ("COPPA"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, et seq.) ("SOPIPA"); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) ("<u>ELPIPA</u>") (collectively, the "<u>Student Privacy Laws</u>"). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

- b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.
- c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, et seq.) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.
- 16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.
- a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."
(Initials)
c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District.
(Initials)
17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and
subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the
Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or

(Initials)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of

the State of California.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

- **20. Assignment**. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.
- 22. Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.
- a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.
- b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.
- c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.
- d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider's Indemnification of District.

- To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, 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, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.
- b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.
- c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

- The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).
- e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.
- f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.
- g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

(Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

- b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.
- c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss
- 26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.
- **27. Limitation of Liability**. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

- **28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.
- **29. Insurance**. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.
- **30. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1501 South A Street

Oxnard, CA 93030 Attention:

Dr. Ginger Shea Phone:

805-385-1501 ext. 2324 Email:

gshea@oxnardsd.org

To Service Provider: [NAME]

[STREET ADDRESS] [CITY, STATE, ZIP]

Attention: [NAME]

Phone: [PHONE]

Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

- 31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- **32. Authority to Execute**. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

- **33.** Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.
- **34. Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- **35. Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.
- **36.** Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- **37. Waiver**. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.
- 38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.
- 39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

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

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

"District"
Oxnard School District, a California public school district
By:
Melissa Reyes, Director of Purchasing
"Service Provider"
By:

EXHIBIT A-0 SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency. The "Lead Agency" is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- **B.** Lead Agency Responsibilities. The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
- b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, etc.
- e. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- e. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Lead Agency will take daily attendance to ensure student safety and attendance.

Exhibit A-1	
page 1	

- f. Early release waivers will be used for all students recurring late start or early program release (e.g., late start for tutoring and early release for eatechism or sports).
- g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.
- **Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:
 - a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
 - b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
 - e. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
 - d. Provide payroll services for Lead Agency employees;
 - e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
 - f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (i.e., weekends, days, vacations);
 - g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
 - h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
 - i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
 - j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in O Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- e. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- e. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

a. The Lead Agency is responsible for developing all activities, including eurriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

i. Professional Development Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

ii. Professional Development – Literacy
Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

iii. Professional Development - Arts/Special Enrichment staff

Participate in monthly trainings offered by District, Districtapproved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

iv. Professional Development - Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

A. Enrichment Agency. Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. Enrichment Agency Responsibilities. The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.
- **3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

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- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q Food Services module.

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

5.	Trainings.		
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- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded earning
 - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

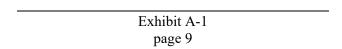
The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.



- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

PART X: AMENDMENTS

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The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.
Exhibit A-1

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EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

- 1. <u>Field Trips</u>. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
- 2. <u>Parent/Guardian Visits</u>: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
- 3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social Service Provider is fully responsible for properly services for assistance. implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. Reportable Incidents:

a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

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incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. <u>Disasters/Emergencies</u>:

- a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.
- b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.
- 6. <u>Unauthorized Persons</u>: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2 SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider's Program Coaches.

- a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.
- b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

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- **b.** Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.
- c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.
- d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.
- **e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
- ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

- i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).
- ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

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- iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.
- iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

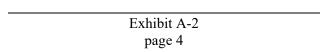
Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
 - ii. Service Provider's coaches shall receive SCA training at least once a year.
- iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service



Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

- i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.
- ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.
- iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.
- iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

- a. Coaches education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.
- **b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

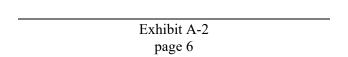
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- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
 - ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (e.g., drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

- a. Coaches education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.
- b. Coaches preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.



c. Coaches – duty to inform students and parents/guardians. Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

- a. Service Provider development and implementation of policy. Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.
- b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.
- **c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.
- **d.** Copies of agreement. Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.
- **e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines.

- **a.** Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.
- **b.** Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.
- **c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

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EXHIBIT A-3 ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (i.e., potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 - 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 - 2. All supplies properly charged to the Services;
 - 3. All travel properly charged to the Services;
 - 4. All equipment properly charged to the Services;
 - 5. All materials properly charged to the Services;
 - 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

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Page 1

Not Project Related
Project #

V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. <u>Insurance Requirements</u>. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. <u>Scope and Limits of Insurance</u>:

- 1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.
 - Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.
- 2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.
- 3. 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 per accident or disease.
- 4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
- 5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

- 6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.
- II. <u>Other Provisions</u>. Insurance policies required by the Contract shall contain the following provisions:
 - A. <u>All Policies</u>. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
 - B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
 - C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
 - D. If any of the required policies provide coverage on a "claims made" basis:
 - 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 - 3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

EXHIBIT D CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date:	
By:	
<i></i>	Melissa Reves, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)	Birth date	
Parent or legal guardian (Please print)	Student address	
School/Local Educational Agency	Event or Activity Advisor (Staff)	
Voluntary Extracurricular Event or Activity		
□ school-related athletics		
☐ school-related club activities		
□ school-related cultural activities		
□ school-related performing arts activities		
□ school-related social activities		
☐ School-related community activities		
☐ Other:		

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- 1. Sprains and strains
- 2. Fractured bones
- 3. Lacerations, abrasions, and avulsions
- 4. Unconsciousness
- 5. Paralysis
- 6. Disfigurement

- 7. Loss of eyesight
- 8. Head injuries or concussion
- 9. Heat illness
- 10. Sudden cardiac arrest
- 11. Death
- 12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, cocurricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)	Date	
Signature (Parent or legal guardian)	Date	<u> </u>
Primary telephone	Alternate telephone	



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)	Fecha de nacimiento			
Padre o tutor legal (Por favor imprima)	Dirección del estudiante			
Escuela/Agencia Educativa Local	Asesor de eventos o actividades (personal)			
Evento o actividad extracurricular voluntaria				
☐ Atletismo relacionado con la escuela				
☐ Actividades del club relacionadas con la esc	☐ Actividades del club relacionadas con la escuela			
☐ Actividades culturales relacionadas con la escuela				
☐ Actividades de artes escénicas relacionadas con la escuela				
☐ Actividades sociales relacionadas con la escuela				
☐ Actividades comunitarias relacionadas con	☐ Actividades comunitarias relacionadas con la escuela			
□ Otro:				

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- 1. Esguinces y distensiones
- 2. Quebraduras
- 3. Laceraciones, abrasiones y avulsiones
- 4. Inconsciencia
- 5. Parálisis
- 6. Desfiguración

- 7. Pérdida de la vista
- 8. Lesiones en la cabeza o conmoción cerebral
- 9. Enfermedades causadas por el calor
- 10. Paro cardíaco repentino
- 11. Muerte
- 12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)	Fecha
Firma (Padre o Tutor Legal)	Fecha
Teléfono principal	Teléfono alternativo

Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns

- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to: http://www.cdc.gov/ConcussionInYouthSports/

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References: California Education Code section 49475, California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte. Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- Dolor de cabeza
- "Presión en la cabeza"
- Nausea o vómito
- Dolor de cuello
- Problemas de equilibrio o mareos
- Visión borrosa o visión doble
- Sensibilidad a la luz o ruido
- Decaído
- Adormecido
- Mareado
- Cambios en los hábitos de dormir

- Amnesia
- "No se siente bien"
- Fatiga o energía baja
- Tristeza
- Nervios o ansiedad
- Irritabilidad
- Más sensible
- Confundido
- Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)
- Repetir la misma pregunta o comentario

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Perdida de la conciencia

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet: http://www.cdc.gov/ConcussionInYouthSports/

Nombre del estudiante deportista	Firma del estudiante deportista	Fecha
Nombre del padre, madre o tutor	Firma del padre, madre o tutor	Fecha

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

	(Minor)	☐ Out-of-state
f this form is required for all	l field trips / excursions.	
nt	Date of Birth	(for emergency purposes)
S	Name of Scho	ool
	Teacher	*
Trip/Excursion	Location of F	field Trip/Excursion
Provid er		
	or ward (named above) to participate in	this Field Trip or Excursion.
		mmodation necessary for your child or ward to
☐ Yes. Please explain_		
☐Yes Parent/Guardian cation Taken during School	must contact the school office to of Hours," form SFA-5030, "Authorization	obtain form SFA-5010, "Authorization for Any on For Medications Taken During School Hours,
ol Activities and Field Trips"	or form SFA-5040, "Extended Field Tri	
	= :	
, ,, , , , , , , , , , , , , , , , ,		
urance Company	Policy Number	Group Number
t additional emergency conta	acts, should the parent/guardian be un	navailable:
y Contact	Telephor	ne
Contact	Telephor	ne
Trip or Excursion. To the ex	xtent permitted by the Education Code	e, any participant determined to be in violation of
f Claims for Liability: I unde	erstand that California Education Code,	Section 35330 provides:
of California for injury, accident,	illness, or death occurring during or by reas	son of the field trip or excursion. All adults taking
ing consent for my child or war injury, accident, illness, or de	ard to attend and participate in this Field eath occurring during or by reason of thi	d Trip or Excursion, I waive all claims against the is Field Trip or Excursion.
oluntarily because I desire my nt to my child or ward's partic	child or ward to participate in the Field cipation, my child or ward will be invo	d Trip or Excursion. I also understand that, if I do
liagnosis or treatment and hosp	pital care from a licensed physician as d	x-ray, examination, anesthetic, medical, dental, or deemed necessary for the safety and welfare of my
	esulting expenses will be the responsibil	lity of the child or ward's parent(s)/guardian(s).
	esulting expenses will be the responsibil	lity of the child or ward's parent(s)/guardian(s). ents and voluntarily consent to its terms and
	Trip/Excursion Provider give permission for my child of g special assistance/accomme in this Field Trip or Excursion Yes. Please explain gadministration of medication ard required to take medication action Taken during School in the signed by parent/guardian are the alth insurance, please librance Company the additional emergency contains and the signed by the signed by parent/guardian are company the additional emergency contains and the signed by the signed by the signed by parent/guardian are company the additional emergency contains and the signed by	Date of Birth Date of Birth Name of Sch Teacher Trip/Excursion Total assistance/accommodations: Is special assistance/accommodations must be prescribed and required to take medication during the course of this Field Trip of Industriation of medication during the course of this Field Trip of action Taken during School Hours," form SFA-5030, "Authorization of Activities and Field Trips" or form SFA-5040, "Extended Field Trips of Activities and Field Trips" or form SFA-5040, "Extended Field Trips to the action and the parent/guardian be used to the action and the parent/guardian be used to the parent/guardian and child or ward's physician). Total Trip or Excursion. To the extent permitted by the Education Code attandards will be sent home at their own or their parent/guardian's experience of California for Liability: I understand that California Education Code, the sensons making the field trip or excursion shall be deemed to have waived all of California for injury, accident, illness, or death occurring during or by read-state field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips or excursions and all parents or guardians of pupils taking the field trips

Mobile telephone or pager

Home telephone

Work telephone

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

	Dentro del Estado un requisito completen esta forma para tod	(Menor de los las paseos educativos o e	·
Nor	mbre del Estudiante		Feche de Nacimiento (para los propósitos de emergencia)
Dire	Dirección del Estudiante		Nombre de la Escuela
Clas	se/Programa		Maestro
Fec	ha(s) de Paseo Educativo/ la Excursión		Ubicación del Paseo Educativo / la Excursión
	veedor de Transporte Escolar Por medio de la presente autorizó que mi o excursión.	hijo(a) o menor de edad (no	ombre escrito anteriormente) para participar en este paseo educativo
2.	Con respecto a la asistencia especial o modificaciones: ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o mende edad para que participe en este paseo educativo o excursión?		
3.	¿Es requisito que su hijo(a) o menor de edac	dicamento: Todos los medio di tome medicamento durante di al debe comunicarse con su	ramentos deben ser recetados, incluyendo los medicamentos sin receta. el curso de este paseo educativo o excursión? escuela para obtener la solicitud SFA-5010S, "Autorización para tomar
	Horas Escolares, Actividades Escol	ares, Y Paseo," o la forma	30S, "Autorización Para Cualquier Medicamento Tomado Durante SFA-5040S, "Extensión de la solicitud de autorización para tomar de ser firmado por el padre o tutor legal o el médico del niño(a) o menor
4.	Si usted tiene seguro médico, por favor re	egístrelo:	
5.	Compañía de Seguro Médico Por favor enumere los nombres de contac	Número de Póliza eto de emergencia adicional,	Número de Grupo si el padre/tutor no están disponible:
	Contacto de emergencia		Teléfono
	Contacto de emergencia		Teléfono
6.	Conducta: Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la condu durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determ estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.		
7.	Renuncia de reclamaciones: Comprendo q	ue el artículo 35330 del Códi	go Educativo de California establece la siguiente información:
	contra del distrito, una escuela autónom ocurrido durante ó a causa del paseo educ todos los padres de familia o tutores leg declaración renunciando a todos los derec	a, o el Estado de California po cativo o la excursión. Todos los ales de los alumnos que partic chos."	siones considerarán renunciar a todos los derechos (reclamaciones) en or motivo de una lesión, un accidente, una enfermedad o fallecimiento adultos que realicen paseos educativos o excursiones fuera del estado y ipen en paseos educativos o excursiones fuera del estado firmarán una
	Al proveerle consentimiento a mi hijo(a) o reclamaciones en contra del distrito por mo de este paseo educativo o excursión.	al menor de edad para asistir tivo de una lesión, un accider	y participar en este paseo educativo o excursión, yo renuncio a todas las te, una enfermedad, o fallecimiento ocurrido durante o por consecuencia
	petición voluntariamente, debido a que de comprendo que, si no autorizo la participad hijo(a) o el menor de edad recibirá créditos	eseo que mi hijo(a) o el me ción de mi hijo(a) o del meno completos.	del menor de edad en este paseo educativo o excursión y yo presento esta nor de edad participe en el paseo educativo o excursión. Igualmente or de edad, éste participará en actividades alternativas, por las cuales m
8.	1 Of the second		pital por parte de un médico acreditado considerado necesario para la
9.	He leído cuidadosamente esta solicitud, co	omprendo cabalmente su co	ntexto y voluntariamente acepto los términos y su proceso.
Fir	ma de los Padres/Tutor		Fecha
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OXNARO PROOL DISHE

OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

- 1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
- 2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

Dizziness, lightheadedness, weakness	Profuse sweating
Headache	Cool, clammy skin
Nausea	Hyperventilation
Diarrhea, urge to defecate	Decreased urine output
Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

igns observed by teammates, parents and coaches inclu	de:
Dizziness	 Weakness
Drowsiness, loss of consciousness	Hot and wet or dry skin
• Seizures	Rapid heartbeat, low blood pressure
Staggering, disorientation	Hyperventilation
 Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability) 	Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.			
Student-Athlete Name - Printed	Student-Athlete - Signature	Date	
Parent Or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date	-

DISTRITO ESCOLAR DE OXNARD



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

- La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
- 2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

Vértigo, mareo, debilidad	Sudor abundante
Dolor de cabeza	Piel viscosa y fría
• Náusea	Hiperventilación
Diarrea, urgencia para defecar	Reducción en la producción de orina
Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:	
Mareos (vértigo)	Debilidad
Letargo (adormecimiento), quedar inconsciente	Piel caliente, húmeda o seca
Convulsiones (ataques epilépticos)	Pulso rápido, baja presión sanguínea
Tambaleo, tropiezos, desorientación	Hiperventilación
 Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocion 	Vómito, diarrea

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de in	nformación CIF referente a la insolación.		
Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha	
Nombre de padre/madre/tutor legal - <i>Letra de molde</i>	Firma de padre/madre/tutor legal	Fecha	



OXNARD SCHOOL DISTRICT

Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - O Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - o Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:
 - www.fda.gov/Drugs/ResourcesForYou
- Visit <u>www.cdc.gov/drugoverdose</u> to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References:

California Education Code section 49476



DISTRITO ESCOLAR DE OXNARD Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - o Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - o Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - Nunca venda ni comparta opioides recetados.
 - O Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite <u>www.cdc.gov/drugoverdose</u> para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

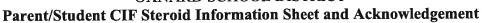
www.cdc.gov/drugoverdose/prescribing/guideline.html

Nombre del Estudiante Deportista	Firma del Estudiante Deportista	Fecha	
Nombre del Padre o Tutor Legal	Firma del Padre o Tutor Legal	Fecha	-
Defense in a legaloge			

Referencias legales:

Sección del Código de Educación de California 49476

OXNARD SCHOOL DISTRICT





"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

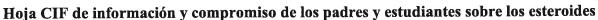
The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and	d read the CIF Steroid Information Shee	et.
Student-Athlete Name - Printed	Student-Athlete - Signature	Date
Parent or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date

DISTRITO ESCOLAR DE OXNARD





"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido	y leído la Hoja de información	CIF referente a los esteroides.
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Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - Letra de molde	Firma de padre/madre/tutor legal	Fecha

Oxnard School District Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Pot	tential indicators that SCA may occur:
	Fainting or seizure, especially during or right after exercise;
	Fainting repeatedly or with excitement or startle;
	Excessive shortness of breath during exercise;
	Racing or fluttering heart palpitations or irregular heartbeat;
	Repeated dizziness or lightheadedness;
	Chest pain or discomfort with exercise;
	Excessive, unexpected fatigue during or after exercise.
Fac	ctors that increase the Risk of SCA:
	Known structural heart abnormality, repaired or unrepaired;
	Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
	Family history of known heart abnormalities or sudden death before age 50;
	Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
	Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks of performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protoco to incorporate SCA prevention strategies into my student's sports program				
Student-athlete Name Printed	Student-athlete Signature	Date		
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date		
Legal References: California Interscholastic Federatio	n Bylaw 503			

Oxnard School District Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Díg	gale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:
Pos	sibles indicadores de que podría suceder un PCR:
	Colapso o convulsiones, especialmente justo después de ejercitarse;
	Colapso frecuente, o por emoción o susto;
	Falta excesiva de aliento durante el ejercicio;
	Taquicardia o palpitaciones, o ritmo cardíaco irregular;
	Mareo o aturdimiento frecuente;
	Dolor o malestar en el pecho al ejercitarse;
	Fatiga excesiva e inesperada durante o después del ejercicio.
Fac	ctores que incrementan el riesgo de que suceda un PCR:
	La presencia de una anormalidad estructural del corazón, reparada o no reparada;
	Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
	Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
	Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
	El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para

incluir medidas para prevenir qu	idas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante			
Nombre Del Atleta Adolescente	Firma Del Atleta Adolescente	Fecha		
Nombre Del Padre/ Tutor	Firma Del Padre/ Tutor	Fecha		
Referencia legal:				

Federación Interescolar de California Por Ley 503

■ PREPARTICIPATION PHYSICAL EVALUATION

HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Evam			, ,		
Date of Exam			Data of Link		
· · · · · · · · · · · · · · · · · · ·			Date of birth		
Sex Age Sch	100l		Sport(s)		
Medicines and Allergies: Please list all of the prescription and over	r-the-co	unter n	nedicines and supplements (herbal and nutritional) that you are currently	taking	
			=		
Do you have any allergies? ☐ Yes ☐ No If yes, please ide ☐ Medicines ☐ Pollens	ntify sp	ecific al	lergy below. □ Food □ Stinging Insects		
Explain "Yes" answers below. Circle questions you don't know the an	iswers 1	to.	A		
GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections			27. Have you ever used an inhaler or taken asthma medicine?		
Other:			28. Is there anyone in your family who has asthma? 29. Were you born without or are you missing a kidney, an eye, a testicle		
3. Have you ever spent the night in the hospital?			(males), your spleen, or any other organ?		
4. Have you ever had surgery?	_		30. Do you have groin pain or a painful bulge or hernia in the groin area?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	31. Have you had infectious mononucleosis (mono) within the last month?	_	
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			32. Do you have any rashes, pressure sores, or other skin problems? 33. Have you had a herpes or MRSA skin infection?	-	-
6. Have you ever had discomfort, pain, tightness, or pressure in your			34. Have you ever had a head injury or concussion?		
chest during exercise?			35. Have you ever had a hit or blow to the head that caused confusion,		
7. Does your heart ever race or skip beats (irregular beats) during exercise? 8. Has a doctor ever told you that you have any heart problems? If so,			prolonged headache, or memory problems?		
check all that apply:			36. Do you have a history of seizure disorder?		
High blood pressure A heart murmur High cholesterol A heart infection			37. Do you have headaches with exercise? 38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG,			39. Have you ever been unable to move your arms or legs after being hit or falling?		
echocardiogram) 10. Do you get lightheaded or feel more short of breath than expected			40. Have you ever become ill while exercising in the heat?		
during exercise?			41. Do you get frequent muscle cramps when exercising?		
11. Have you ever had an unexplained seizure?			42. Do you or someone in your family have sickle cell trait or disease?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			43. Have you had any problems with your eyes or vision?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	44. Have you had any eye injuries? 45. Do you wear glasses or contact lenses?		
13. Has any family member or relative died of heart problems or had an			46. Do you wear protective eyewear, such as goggles or a face shield?		
unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			47. Do you worry about your weight?		
Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT			48. Are you trying to or has anyone recommended that you gain or lose weight?		
syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic			49. Are you on a special diet or do you avoid certain types of foods?		
polymorphic ventricular tachycardia? 15. Does anyone in your family have a heart problem, pacemaker, or			50. Have you ever had an eating disorder?		
implanted defibrillator?			51. Do you have any concerns that you would like to discuss with a doctor?		
Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			FEMALES ONLY 52. Have you ever had a menstrual period?		
BONE AND JOINT QUESTIONS	Yes	No	53. How old were you when you had your first menstrual period?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon			54. How many periods have you had in the last 12 months?		
that caused you to miss a practice or a game?			Explain "yes" answers here		
Have you ever had any broken or fractured bones or dislocated joints? Have you ever had an injury that required x-rays, MRI, CT scan,	_				
injections, therapy, a brace, a cast, or crutches?					
20. Have you ever had a stress fracture?			-		
Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)					
22. Do you regularly use a brace, orthotics, or other assistive device?					
Do you have a bone, muscle, or joint injury that bothers you? 24. Do any of your joints become painful, swollen, feel warm, or look red?			-		
Do any or your joints become painful, swollen, leet warm, or look red? Do you have any history of juvenile arthritis or connective tissue disease?					
I hereby state that, to the best of my knowledge, my answers to t	tie aho	ve alle	stions are complete and correct		
Signature of athlete Signature o		•	Date		

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exa	am					
Name				Date of birth	s	
			School			
JEX	Age	drado	5511051			
1. Type of						
2. Date of	f disability					
3. Classifi	ication (if available)					
4. Cause	of disability (birth, di	sease, accident/trauma, other)				
5. List the	e sports you are inter	ested in playing				
					Yes	No
6. Do you	ı regularly use a brac	e, assistive device, or prostheti	c?	127		
7. Do you	ı use any special bra	ce or assistive device for sports	?			
		essure sores, or any other skin	problems?			
9. Do you	ı have a hearing loss	? Do you use a hearing aid?				
	ı have a visual impai					
11. Do you	ı use any special dev	ices for bowel or bladder functi	оп?			
		comfort when urinating?				
	ou had autonomic d					
			nermia) or cold-related (hypothermia) illness	s?		
	ı have muscle spasti					
16. Do you	ı have frequent seizu	res that cannot be controlled by	medication?			
Please indic	cate if you have eve	er had any of the following.				
					Yes	No
Atlantoaxia	ıl instability					
	uation for atlantoaxia					
	joints (more than on	e)				
Easy bleedi						
Enlarged sp	pleen					
Hepatitis						
	or osteoporosis					
	ontrolling bowel					
	ontrolling bladder					
	or tingling in arms o					
	or tingling in legs or	feet				
	in arms or hands					
	in legs or feet					
	ange in coordination ange in ability to wall					
i Hecent cha		(
Spina bifida	a					
	a					
Spina bifida Latex allerç	a					
Spina bifida Latex allerç	a gy					
Spina bifida Latex allerç	a gy					
Spina bifida Latex allerç	a gy					
Spina bifida Latex allerç	a gy					
Spina bifida Latex allerç	a gy					
Spina bifida Latex allerg Explain "ye:	a gy s" answers here	of my knowledge, my answei	rs to the above questions are complete a	and correct.		
Spina bifida Latex allerg Explain "ye:	a gy s" answers here ate that, to the best	of my knowledge, my answer	rs to the above questions are complete a	and correct.	Date	

PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Nama		Date of birth
PHYSICIAN REMINDERS 1. Consider additional questions on more sensitive issues • Do you feel stressed out or under a lot of pressure? • Do you ever feel sad, hopeless, depressed, or anxious? • Do you feel safe at your home or residence? • Have you ever tried cigarettes, chewing tobacco, snuff, or dip?		DECO OF DITUI
 During the past 30 days, sid you use chewing tobacco, snuff, or dip? Do you drink alcohol or use any other drugs? Have you ever taken anabolic steroids or used any other performance supplement? Have you ever taken any supplements to help you gain or lose weight or improve your perform Do you wear a seat belt, use a helmet, and use condoms? Consider reviewing questions on cardiovascular symptoms (questions 5–14). 	nance?	
EXAMINATION		
Height Weight □ Male	☐ Female	
BP / (/) Pulse Vision R	20/	L 20/ Corrected Y N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat Pupils equal Hearing		
Lymph nodes		
Heart Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI)		
Pulses		
Simultaneous femoral and radial pulses Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic c		
MUSCULOSKELETAL Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle Foot/toes		
Functional		Э.
Duck-walk, single leg hop		
*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam. *Consider GU exam if in private setting. Having third party present is recommended. *Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.		
☐ Cleared for all sports without restriction		
□ Cleared for all sports without restriction with recommendations for further evaluation or treatme	nt for	
□ Not cleared		δ
☐ Pending further evaluation		
☐ For any sports		
☐ For certain sports		
Reason		
Recommendations		
I have examined the above-named student and completed the preparticipation physical evaluation participate in the sport(s) as outlined above. A copy of the physical exam is on record in my tions arise after the athlete has been cleared for participation, the physician may rescind the explained to the athlete (and parents/guardians).	office and can be ma	lade available to the school at the request of the parents. If condi-

Name of physician (print/type)____

Signature of physician _

MD or DO

_ Date ___

Phone

■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

Name	Sex 🗆 M 🗅 F Age	Date of birth
☐ Cleared for all sports without restriction		
	endations for further evaluation or treatment for	
□ Not cleared		
☐ Pending further evaluation		
☐ For any sports		
☐ For certain sports		
	completed the preparticipation physical evaluation.	_
clinical contraindications to practice and partic	ipate in the sport(s) as outlined above. A copy of the request of the parents. If conditions arise after the at	physical exam is on record in my office
the physician may rescind the clearance until the	he problem is resolved and the potential consequenc	es are completely explained to the athlet
(and parents/guardians).		
Name of physician (print/hung)		Date
Signature of physician		3,110 01 00
EMERGENCY INCORMATION		
EMERGENCY INFORMATION		
Allergies		
n en		
Other information		
-		

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Nombre					Fecha de Nacimiento		_
Sexo	Edad	Grado		Esc	cuela Deporte(s)		_
¿Tienes alergias?	ias: Escribe una lista de	ergias, indica la alergia			s (herbales y nutricionales) que estás tomando		
Medicinas	_ i oreii	3 Comidas			poolinda		
Explica las respuest			01		December 185 diese	Sí	No
Preguntas Generale			Sí	No	Preguntas Médicas	31	140
algúna razón?		articipar en deportes por			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio? 27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el		
	s médicos continuament mia 🛮 Diabetes 🔻				28. ¿Hay alguien en su familia que tiene asma?		
3. ¿Has pasado la ne	oche en un hospital?				29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o		
4. ¿ Has tenido algui			-		cualquier otro órgano?		
Preguntas de la sali			Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
		ayado durante o después del			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes? 32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de		
		o mientras haces ejercicios?			la piel?		-
	pre corre o salta latidos (latidos irregulares) durante el			33. ¿Ha tenido un herpes o infección de la piel MRSA? 34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
ejercicio?			_		35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión,	_	
Sí, chequea todo		médicos con tu corazón? Si			dolor de cabeza prolongado o problemas de memoria?		
□ Alta presión sar		ırdíaco			36. ¿Tiene antecedentes de trastornos convulsivos?		
□ Colesterol alto		n del corazón			37. ¿Tiene dolores de cabeza con el ejercicio?		
□ Enfermedad de	Kawasaki Otro:				38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los		
	dico un examen médico				brazos o piernas después de golpearse o caerse?		_
		spirando durante el ejercicio?			39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después		
	cautación inexplicable?				de golpearse o caer?	_	-
		ficultad de respirar que tus			40. ¿Alguna vez se enferma durante el ejercicio en el calor? 41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?	_	-
amigos cuando h	aces ejercicios? I d de los corazones du	tu familia	Sí	No	42. ¿Usted tiene calambies musculates necuentes a nacer ejercicio:		
		problemas del corazón o de		140	enfermedad?		
		de 50 años? (incluyendo			43. ¿Ha tenido problemas con sus ojos o visión?		
		e, o síndrome de muerte súbita			44. ¿Ha tenido lesiones en los ojos?		
infantil)					45. ¿Usted usa anteojos o lentes de contacto?		
14. ¿Hay alguien en	su familia que tiene mioc	ardiopatía hipertrófica,			46. ¿Usa gafas de protección, o anteojos de seguridad?		
síndrome de Mari	an, la miocardiopatía arr	itmogénica del ventrículo			47. ¿Le preocupa su peso?		-
	e de 🔾 i largo, sindrome ardia ventricular polimórfi	de QT corto, síndrome de			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde		
		del corazón, usa un marca		_	peso? 49. / Está usted en una dieta especial o usted evita ciertos tipos de	_	-
	rilador implantado?	ici dorazon, ada arrinarda			alimentos?		
		xplicables, incautaciones			50. ¿Alguna vez ha tenido un trastorno alimentario?		
inexplicables o ca			Sí	No	51. ¿Tiene usted alguna preocupación que le gustaría discutir con un		
Preguntas de hueso		ulo, ligamento o tendón que le	31	140	médico?	SI	No
	sion en un nueso, musci trenamiento o un partido				Sólo mujeres 52. ¿Alguna vez ha tenido un período menstrual?	31	140
		un hueso o dislocado una			53. ¿Qué edad tenía cuando tuvo su primer período menstrual?		1
articulación o coyunto	ıra?				54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		
CT, inyecciones,	terapia, un aparato ortop	rafías, resonancia magnética, édico, un yeso o muletas?			Explique respuestas "sí" aquí		
	tenido una fractura de es						
inestabilidad del d	uello o la inestabilidad a	enido una radiografía para la tlantoaxial? (Síndrome de					
Down o enanismo)) ente un aparato ortopédio	co, ortopédicos, u otro					
dispositivo de avu		,opou.ooo, u ouo			5		
23. ¿Tiene un hueso,	músculo o lesión de la a	rticulación que le molesta?					
sienten calientes.	o se ven de color rojo?	dolorosas, hinchadas, se					
	ntes de artritis juvenil o e	nfermedad del tejido			ž.		
conectivo?							

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Exame	en Médico					
Nombre				Fecha de Nacimiento		
Sexo	Edad	Grado	Escuela	Deporte(s)		
 Tipo de disci 2. Fecha de dis 						-1
Clasificación		formeded coeldents / traums	atrae\			
		fermedad, accidente / trauma,	ollos)			-
5. Enumerar lo	s deportes que usted está inte	resado en jugar			Sí N	
0 (1411	1		tooin0		- J.	-
		co, dispositivo de ayuda, o pró	lesis?			_
		de ayuda para los deportes?				-
		presión, o cualesquier otros pro	oblemas de la pier?			_
	pérdida auditiva? ¿Utiliza un a	iuaitono?				-1
	discapacidad visual?	-16-1-1-1-1-1-1-1-1-1-1-1				-
		nción intestinal o de la vejiga?				-
	ardor o molestias al orinar?					-
13. ¿Ha tenido la	a disreflexia autonómica?			4		-
		na enfermedad del calor (hiper	termia) o (hipotermia) enfermeda	ides relacionadas con el irio?		_
15. ¿Tiene la es	pasticidad muscular?		l'! (- 0			-
16. ¿Tiene conv	ulsiones trecuentes que no pu	ieden ser controladas con med	dicacion?			
Inestabilidad atla	antoaxial ayos X para la inestabilidad at	lantoaxial			Sí N	lo
Articulaciones di	slocadas (más de una)					
Sangrado fácil						
Agrandamiento	del bazo					
Hepatitis						
La osteopenia u	osteoporosis					
Dificultad para c	ontrolar los intestinos					
Dificultad para c	ontrolar la vejiga					_
El entumecimien	nto u hormigueo en los brazos	o las manos				_
El entumecimien	ito u hormigueo en las piemas	s o los pies				-
Debilidad en los	brazos o las manos					
Debilidad en las	piernas o los pies					_
	ite en la coordinación					
El cambio recien	ite en la capacidad para cami	nar				-4
Espina bifida						_
La alergia al láte						
Por favor, indiq	ue si alguna vez ha tenido : estas "sí" aquí	alguna de las siguientes.				
	-	estas son completas y corre		Fecha		
riima dei atieta		Firma de	l padre/guardián	recita		

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAM	IIINATION	FORIVI		
Name			1	Date of birth
PHYSICIAN REMINDERS Consider additional questions on more sensitive issues Do you feel stressed out or under a lot of pressure? Do you ever feel sad, hopeless, depressed, or anxious? Do you feel safe at your home or residence? Have you ever tried cigarettes, chewing tobacco, snuff, or d During the past 30 days, did you use chewing tobacco, snuf Do you drink alcohol or use any other drugs? Have you ever taken anabolic steroids or used any other pel Have you ever taken any supplements to help you gain or Do you wear a seat belt, use a helmet, and use condoms? Consider reviewing questions on cardiovascular symptoms (qt	f, or dip? formance supplement? se weight or improve your perform	nance?		
EXAMINATION				
Height Weight	□ Male	☐ Female		
BP / (/) Pulse	Vision F	R 20/	L 20/	Corrected □ Y □ N
MEDICAL		NORMAL		ABNORMAL FINDINGS
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus arm span > height, hyperlaxity, myopia, MVP, aortic insufficie	excavatum, arachnodactyly, ncy)			
Eyes/ears/nose/throat Pupils equal Hearing				
Lymph nodes				
Heart* Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI)				
Pulses Simultaneous femoral and radial pulses				
Lungs				
Abdomen				
Genitourinary (males only) ^b Skin				
HSV, lesions suggestive of MRSA, tinea corporis				
Neurologic °				
MUSCULOSKELETAL				
Neck				
Back				
Shoulder/arm				
Elbow/forearm Wrist/hand/fingers				
Hip/thigh				
Knee				
Leg/ankle				
Foot/toes				
Functional Duck-walk, single leg hop				
Consider ECG, echocardiogram, and referral to cardiology for abnormal card Consider GU exam if in private setting. Having third party present is recomme Consider GU exam if in private setting. Having third party present is recomme Consider cognitive evaluation or baseline neuropsychiatric testing if a histor Cleared for all sports without restriction Cleared for all sports without restriction with recommendation	ended. y of significant concussion.	ent for	'	
□ Pending further evaluation				
<u>-</u>				
☐ For any sports				
☐ For certain sports Reason				
HeasonRecommendations				
TO SOME THE PROPERTY OF THE PR				
I have examined the above-named student and completed th participate in the sport(s) as outlined above. A copy of the pt tions arise after the athlete has been cleared for participatio	vsical exam is on record in my	office and can be m	ade available to ti	he school at the request of the parents. If condi-

_ Date _ Name of physician (print/type) ____ Phone_ , MD or DO Signature of physician _

explained to the athlete (and parents/guardians).

■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

Name		Sex 🗆 M 🗆 F Age	Date of birth
	or all sports without restriction		
		dations for further evaluation or treatment for	
	, di opo lo minazione di managina di m		
□ Not cleare	ed		
	☐ Pending further evaluation		
Г	☐ For any sports		
	☐ For certain sports		
	Reason		
Recommenda	ations		
		detect the constitution of the least of the land of th	The ethlete does not present apparent
I have exam	nined the above-named student and co	ompleted the preparticipation physical evaluation. T ate in the sport(s) as outlined above. A copy of the	nhysical exam is on record in my office
clinical con	made available to the school at the re	quest of the parents. If conditions arise after the at	hlete has been cleared for participation.
the physicia	an may rescind the clearance until the	problem is resolved and the potential consequence	es are completely explained to the athlete
	ts/guardians).		
			2
Signature of p	physician		, MD or DC
	NCY INFORMATION		
Allergies			
-			
Other informa	ation		
) <u> </u>			



School Athletics Physical Contact Acknowledgement

Student name	 6	Birth date				
Parent or legal guardian (Please print)		Student address				
School	Sport/Activity	39	Coach/Instructor			
Athletics and sports often require athletes to compete to the bestudent athletes. This physical proper positioning and movement	t of their ability, C l contact is for inst ents.	Coaches may come ructional purposes t	into physical contact with so guide student athletes in			
Examples of situations of instru	actional potential pl	nysical contact inclu	de, but are not limited to:			
• Batting stances in baseball	and softball,	• Golf and tenn	is swings,			
• Competitive Cheer stunts,		 Starting block 	positions in track,			
• Diving practices,		 Water polo practices, 				
• Football tackling technique	s,	 Wrestling positions and moves. 				
By signing this Physical Conta potential instructional physical to you.						
Signature (Student)		Date				
Signature (Parent or legal guardian)		Date				
Home telephone	Work telephone		Mobile telephone or pager			



PROPOSAL FOR:

Oxnard School District 1051 S. A Street Oxnard, CA 93030

DeBruin Enterprises is excited to present a collection of Space Professionals and space-related activities to foster curiosity, excitement, and motivation to students to inspire the next generation of careers in space to TK-8 students. This 3-week initiative will visit assigned summer school sites during the summer program in the Oxnard School District. The goal is to expose and educate these students about the wonders of space exploration, the careers within it, and the importance of space to our lives here on Earth.

Objectives

Excitement & Curiosity: Foster students' interests in space exploration with meet and greets with Professionals in the space industry from organizations like NASA and Blue Origin, learn about their space missions, and hear their personal stories of work and academic development.

<u>Careers in Space</u>: Expose students to a variety of positions available in the space industry from scientists to engineers and communicators to artists.

<u>Educational Impact</u>: Encourage awareness into the possibilities and perspectives of the space industry and its importance to our lives here on Earth.

<u>Engaging, Hands-On</u>: Allow the students to participate in learning with interactive lessons, field trips, books, activities, experiments, and experiences as well as Q&A with space professionals.

Budget

Total is not to exceed \$620,000

Summer 2025 Program Details May 22, 2025 - August 1, 2025

- **Special Programs**: Kickoff keynote by Kevin J DeBruin. *Space Class* paired with STEAM Activity Kits, classroom visits, and prepped with teacher training.
- Astronomy Nights: Students will learn about the stars from astronomers & scientists as well as look through telescopes at the moon and stars.
- Space Professional Visits: 37 space professionals, from astronauts to scientists and engineers, will share their work on unique space missions, their experiences in weightlessness, and their personal journey into their positions.
- **Finale**: A keynote presentation by a notable public space figure and immersive stations of the *Traveling Space Museum* for the whole student body to participate in.



BUDGET BREAKDOWN

Note: Budget includes but is not bound by these examples

Total is not to exceed \$620,000

• 37 Visiting Space Professionals: \$440,000

Telescope Nights: \$3,000Space Class: \$70,000

• Traveling Space Museum: \$37,000

• Insurance: \$25,000

• Fees to DeBruin Enterprises, LLC: \$45,000

Upon Board approval, a **deposit of \$300,000** is required to secure astronaut speakers and other upfront costs.

DETAILED BUDGET BREAKDOWN

Visiting Space Professionals

37 Astronauts, Scientists, and Engineers

Subtotal: \$440,000

• 28 Scientists & Engineers: \$200,000

• 9 Astronauts: \$240,000

Each **Scientist & Engineer** has budgeted:

- Weekly Honorarium or Speaking Fee
 - o Ranging from \$1,000 to \$5,000
- Travel:
 - \$1400 round trip flights
 - -or- \$500 SoCal local driving
- Local Transportation:
 - \$400
- Assuming a 5-day visit
 - Lodging: \$250/nightPer Diem: \$75/day



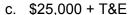


Astronauts (July 21-25)

Subtotal ~\$240,000 includes speaking fees, first/business class travel, lodging, and per diem

1. Emily Calandrelli - Finale Keynote

- a. Blue Origin Civilian Astronaut
- b. Emily Calandrelli is the 100th woman in space, an MIT-engineer turned Emmy-nominated science TV host and future Blue Origin Astronaut. She's the Host and Co-Executive Producer of Emily's Wonder Lab on Netflix, she's featured as a correspondent on Netflix's Bill Nye Saves the World and an Executive Producer and host of FOX's Xploration Outer Space.



d. 1 day only

2. José Hernandez

- a. NASA Astronaut
- b. José Hernández is a Mexican-American engineer and astronaut. He currently serves as a Regent of the University of California. Hernández was on the Space Shuttle mission STS-128 in August 2009. He also served as chief of the Materials and Processes branch of Johnson Space Center.
- c. 1 day only (not available 7/24)
- d. \$30,000 (includes T&E buyout)

3. Kellie Gerardi

- a. Virgin Galactic Civilian Astronaut
- Kellie Gerardi is an American popular science communicator, social media influencer, and commercial astronaut who is known for a sub-orbital spaceflight with Virgin Galactic as a payload specialist in 2023.
- c. 1 day only
- d. \$25,000 + T&E

4. Christopher Huie "Chuie"

- a. Virgin Galactic Civilian Astronaut
- b. Christopher Huie, also known as "Chuie," is an astronaut and aerospace engineer, currently serving as Sr. Manager of Delta Program Support at Virgin Galactic.
- c. 5 days
- d. \$6,000 + T&E

5. Leland Melvin

- a. NASA Astronaut, NFL Football Player
- b. Leland Melvin is an American engineer and a retired NASA astronaut. He served on board the Space Shuttle Atlantis as a













mission specialist on STS-122, and as mission specialist 1 on STS-129. Melvin was named the NASA Associate Administrator for Education in October 2010.

- c. 1 day only
- d. \$25,000 + T&E

6. Dr. Sian Proctor "Leo"

- a. SPACEX Inspiration4 Astronaut
- Sian "Leo" Proctor is an American commercial astronaut, geology professor, artist, author, and science communicator.
 She became the first female commercial spaceship pilot on the all-civilian Inspiration4 orbital spaceflight, 15 September 2021.
- c. 2 days
- d. \$25,000 + T&E

7. Sirisha Bandla

- a. Virgin Galactic Civilian Astronaut
- Sirisha Bandla is an Indian-American aeronautical engineer and commercial astronaut. She is the Vice President of Government Affairs and Research Operations for Virgin Galactic.
- c. 5 days
- d. \$6,000 + T&E

8. Amanda Nguyen

- a. Blue Origin Civilian Astronaut (future)
- b. Amanda Nguyen is an activist and astronaut. She will become the first Vietnamese woman to go to space when she flies on an upcoming Blue Origin launch on the New Shepard rocket. Amanda's activism focuses on the intersection of race and gender. She ignited the Stop Asian Hate movement and passed sexual assault survivor rights in the United States and United Nations through her work at Rise. For her work she was nominated for the 2019 Nobel Peace Prize and is a 2022 TIME Woman of the Year.
- c. 1 day only
- d. \$25,000 + T&E

9. Nicole Stott

- a. NASA Astronaut
- b. Nicole Stott is an American engineer and a retired NASA astronaut. She served as a flight engineer on ISS Expedition 20 and Expedition 21 and was a mission specialist on STS-128 and STS-133. After 27 years of working at NASA, the space agency announced her retirement effective June 1, 2015.
- c. 2 days (potentially 5 days)
- d. \$25,000 + T&E











Telescope Nights

Kick off Space Summer School with Astronomy Nights looking through telescopes at stars!!

- Smartphone enabled stargazing for ease & convenience
- Minimum 5 telescopes
- Host at a central site on multiple (5) nights
 - ~280 kids/night →1-min looking → 1-hr
 - Sunset is at 8:00pm
- Joined by:
 - Visiting Space Professionals
 - Planetary Society
 - Ameature Astronomers
- Subtotal: ~\$3,000



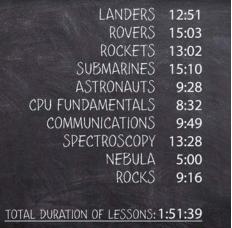
Space Class: Lessons & Classroom Visits

Space Class offers engaging online educational videos for kids ages 8-12 about outer space, like a virtual space camp! Quizzes at the end of each lesson and activities paired to five of the lessons (materials not included).



- Teacher Training in May with Kevin J DeBruin
- Space Class Lessons licensed to Oxnard for ~1,200 students
- Kevin will visit classes partaking in Space Class to answer questions & participate in activities with the students
- Operational schedule is two lessons and one activity per day
- Duration of lessons and activities is roughly two hours a day for five days
- Subtotal: ~\$70,000







Traveling Space Museum

Groups of students travel around to station after station at set time intervals

- Best with under 500 students
- 5 days at \$7,500 a day
- Subtotal: ~\$37,000









Insurance

Subtotal \$25,000

- \$2M/\$4M Secual Abuse & Molestation: \$17,000
- Accident & Liability Coverage: \$8,000
- Produced by Francis L Dean & Associates LLC and Lloyd's of London

Fees for DeBruin Enterprises, LLC

Subtotal: \$45,000

Includes but is not limited to:

- Organization, coordination, and collaboration of the Program with Oxnard School District partners and space professionals/their agents
- Background checks for all visiting space professionals
- Operational & administrative fees and incidental expenses

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #24-226: 2024-2025 Oxnard School District ("District") and California School Employees Association, Chapter 272 ("CSEA") Collective Bargaining Agreement (Carroll)

The District and CSEA have reached a tentative agreement for the 2024-25 school contract year. The negotiating teams met from October 2024 to April 2025.

The following articles were revised:

ARTICLE 8: HOURS & OVERTIME ARTICLE 9: PAY ALLOWANCES

ARTICLE 13: HEALTH & WELFARE BENEFITS

ARTICLE 15: VACATION PLAN

ARTICLE 16: LEAVES

ARTICLE 22: GRIEVANCES

ARTICLE 29: TERM OF AGREEMENT

The 2024-25 Classified Salary Schedule retro to 07/01/2024 has been revised to reflect the negotiated terms to Article 9, Pay Allowances.

FISCAL IMPACT:

The total Fiscal Impact for the 2024-25 school year is \$1,107,499 from the General Fund. The total Fiscal Impact for the 2025-26 school year is \$1,205,992 from the General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve Agreement #24-226: 2024-2025 District and CSEA collective bargaining agreement, as presented.

ADDITIONAL MATERIALS:

Attached: Agreement #24-226: CSEA OSD CBA 2024-25 (14 pages)

This tentative agreement for the 2024-2027 successor collective bargaining agreement is entered into by and between the Oxnard School District (hereinafter "District") and the California School Employees Association and its Oxnard Elementary Chapter #272 (hereinafter "CSEA") collectively (the "parties").

The parties agree to the following changes. Any articles not listed remain status quo.

Article 8: Hours and Overtime

8.3.5 Overtime Distributions: Assignment of overtime shall be made in order to distribute and rotate overtime as equally as is practical among eligible, qualified members in the bargaining unit within each work location and classification. Additionally, when practical, overtime shall be distributed utilizing an overtime rotation list created by the supervisor or designee based on classification seniority. In this context "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment and belonging to the respective job family. The overtime rotation list will be made available. Unit members shall recognize that in an emergency, they may be asked to work overtime when there is no other unit member with the skill, knowledge and availability to perform the work.

8.3.5 Overtime Distributions: The District shall distribute overtime using a rotational seniority list, as equally as is practicable among unit members of the same classification (who have the skill and knowledge to perform the work), who are in the same department and assigned to the same work site. Overtime refused shall count as if it had been worked for purposes of equal distribution. When a unit member within the department, classification or site is not available, the District may offer the overtime without regard to the equal distribution requirement. Unit members shall recognize that in an emergency, they may be asked to work overtime when there is no other unit member with the skill, knowledge and availability to perform the work.

8.4 Status Quo

8.4.1 Compensatory time earned must be used by June 30 of each fiscal year. Written records of Any compensatory time earned but not used by the June 30 deadline will be paid out no later than July 31 of the following fiscal year at the unit member's regular rate of pay. shall be co-signed by the unit member and immediate supervisor and maintained in the Payroll Department. Compensatory time earned but not taken within the designated time period shall be paid at the unit member's regular rate of pay.

Page 1 of 11

- **8.7** Out of Class Security Duty: Any unit member accepting out of class security duty shall be compensated at the Security/Maintenance Worker range. Any unit member serving security duty shall 7 receive a minimum of two (2) hours pay for stand-by time at the appropriate rate 8 of pay. For the purpose of illustrating how the parties intended to implement 9 Section 8.6, see paragraphs 1 through 5 of the Memorandum of Understanding 10 dated October 23, 1990 attached hereto as Appendix F [and incorporated herein 11 by reference as though fully set forth.]
- 8.7.1 Unit members serving for security duty purposes shall be added to a rotational list of up to ten (10) twenty (20) volunteers unit members who shall be from the Maintenance job family first, then the Operations job family, if necessary. New volunteers will be added based on job family and then seniority. A new on-call security list will be generated annually. When unit members decline on-call security overtime, they will be removed after the third (3rd) denial. Volunteer unit members who were not placed on the list for the current year will have priority the following year based on seniority.

No other changes were made to this article. The language in Article 8 Hours And Overtime remain status quo.

Article 9:- Pay Allowances

- 9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by this reference incorporated as a part of this Agreement. The regular rate of pay shall include any differential, stipend, and/or longevity increments required to be paid under the terms of this Agreement. The hourly rate of pay shall be computed by dividing the monthly rate by 173.33.
- 9.1.1 The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups.
- 9.1.2 Effective July 1, 2024 the salary schedule in Appendix A (see attached) will be increased by 2%.
- **9.1.3 DELETE**
- **9.1.4 DELETE**
- 9.1.5 Anniversary Increments see Appendix B.

9.1.5 9.1.3 Anniversary Increments see Appendix B.

The anniversary increments shall be changed as follows:

7 years of service -- \$82.74

-10 years of service -- \$165.48

-15 years of service -- \$248.22

20 years of service -- \$330.96

25 years of service -- \$413.70

-(This increase in longevity shall be effective July 1, 2014).

No other changes were made to this article. The language in Article 9 Pay Allowances remain status quo.

Article 13 - Health and Welfare Benefits

- 13.1 The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as an Appendix and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for classified staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for the monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 13.7)
- 13.1.1 . The parties agree to provide education opportunities to members on the Health Saving Account (HSA) plans available to employees at no cost or low cost.
- 13.1.2 During the 2024-25 school year the parties agree to explore creating our own internal benefits tier to determine if this is viable and a benefit to our members.

District Contribution: Effective October 1, 2024-July 1, 2025, the District will contribute \$15,458.00-\$14,912.87 yearly toward the payment of premiums for Medical, Dental, and Vision group health insurance programs. The District contribution includes the calculation in Article 13.4.1.4. For the 2025-2026 fiscal year, the savings for the 2024-2025 opt out funds will be applied to the district cap for a temporary contribution of \$17,288.00. This will be the same formula for the 2026-2027 fiscal year.

No other changes were made to this article. The language in Article 13 Health and Welfare Benefits remain status quo.

Article 15 - Vacation Plan

- 15.4 Scheduling Vacations: Unit members may take vacation during the school year even though not earned at the time the vacation is taken. Unit members shall utilize the district's employee absence management system to request vacation.
- 15.4.1 If the established timeline for submission is not met, the direct supervisor will review and consider the request. These requests will be evaluated, taking into account both the District's operations and the nature of the request. Exceptions shall not be denied for arbitrary or capricious reasons
- 15.4.1 15.4.2 Unit members who submit requests for the following school year by April 30th shall receive consideration for priority approval.
- 15.4.2.15.4.3 Multiple day vacation requests require submission at least 30 working days prior.
- 15.4.3 15.4.4 Single day vacation requests must be submitted at least 10 working days in advance. In the event of a tie during the submission, seniority shall serve as the tiebreaker. In the event of the same hire date, seniority will be determined by lot.
- 15.4.5 Exceptions to scheduling of vacations will be considered.
- 15.4.6 15.4.5 Vacation Approval Process: The immediate supervisor or designee shall respond to vacation requests within three (3) working days. The three working days shall commence the first working day after the date nef of submission.
- 15.4.6 Vacation Denial: If a request for the use of accrued vacation is denied, the affected employee may request a review of that decision by the next level of supervision within two (2) working days with conclusion within five (5) working days. The outcome of that review is final. All denials of vacation usage require the communication of the reason for denial, which shall be for good cause only, and, not for arbitrary or capricious reasons, which shall be documented on the vacation request form.

- 15.4.7 Vacation Cancellation Process: Unit members shall make every effort to cancel vacation requests at least 48 hours prior to the scheduled vacation date. Upon cancellation, the rescheduling process shall commence from the beginning of the vacation request process.
- 15.4.8 Alternative Vacation Submission Method: In the event the district's absence management system is non-functional, unit members may submit their vacation request via email to their immediate supervisor, or designee.
- 15.4.9 Vacation Denial: If a request for the use of accrued vacation is denied, the affected employee may request a review of that decision by the next level of supervision within two (2) working days with conclusion within five (5) CSEA/OSD 2023-2024 44 ARTICLE 15: Vacation Plan working days. The outcome of that review is final. All denials of vacation usage 2 require the communication of the reason for denial, which shall be for good cause only, and, not for arbitrary or capricious reasons, which shall be documented on the vacation request form.
- 15.4.10 15.4.9 If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate as provided in the foregoing section, for use in the following year, or shall be paid for in cash. In no case will a unit member forfeit vacation earned.

No other changes were made to this article. The language in Article 15 Vacation Plan remain status quo.

Article 16: Leaves

16.7.1 Once each year, in addition to the accumulated or current sick leave to which he or she is entitled under Education Code Section 45191, a bargaining unit member shall be credited with a total of one hundred (100) working days of paid sick leave. Such one hundred (100) days of paid sick leave shall be compensated at a rate of fifty percent (50%) of the unit member's regular salary. A unit member shall become eligible for such fifty percent (50%) sick leave on the sixth (6th) consecutive workday of an illness. Once Eligible, the unit members shall receive fifty percent (50%) sick leave pay on the first day of the illness that is not covered by one hundred percent (100%) sick leave pay. Any unused portion of this entitlement shall not be carried over into a new fiscal year.

No other changes were made to this article. The language in Article 16 Leaves remain status quo.

Article 22: Grievances

22.1 Definitions:

22.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication, or alleged violation of a specific provision of this Agreement.

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22.1.2 A "grievant" may be any member or members of the bargaining unit, including the Association.

22.1.3 A "day" is any day in which the unit member is scheduled to work and the District office is open.

22.1.4 An "Association representative" is a bargaining unit member, designated by the Association and on file with the District, to serve as a "steward," chapter president, or a paid labor relations representative of the California School Employees Association.

22.1.5 For purposes of this section, "Administrator" is defined as the unit member's immediate supervisor, or the District administrator or manager who allegedly committed the action that caused the grievance.

*renumber lines 22.2 Objective: Both parties commit to prioritizing solutions over conflicts.

22.3 Grievance Meeting

The Administrator, the Assistant Superintendent of Human Resources and/or District Superintendent, or designated management member, may schedule such meetings with the grievant and any identified Association representative as deemed appropriate to discuss the grievance and attempt resolution at Levels One, Two, and Three. Either party may request a conference, via email, throughout the process at level one, level two, and level three. Conference shall be held within 5 days of the response from the previous level unless the timeline has been adjusted by mutual consent. The grievant shall be given forty-eight (48) hours advance notice of any grievance meeting unless a shorter notice is mutually agreeable. When such meetings occur during the grievant's/Association r999epresentative's scheduled working hours, he/she shall be released without loss of pay to attend the meeting. The grievant shall be permitted to be accompanied by an Association representative at the scheduled meeting. If the Association representative is an employee of the District, such representative shall be released without loss of pay to attend the scheduled meeting. The grievant shall be present at all grievance meetings. Absence of the grievant at a meeting shall constitute a waiver of the grievant's right to further processing of the grievance. In instances of emergency or illness, the grievant shall have the right to have the meeting rescheduled.

22.2 Procedure:

22.2.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the problem by scheduling an informal conference with the Administrator. The grievant may be accompanied by his/her Association representative at the informal conference with the Administrator. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. If the grievant is not satisfied with the resolution attempted in the informal process, the grievant may proceed to Level One of the formal grievance process.

22.2.2 Formal Level:

- 22.2.2.1 <u>Level One:</u> Within thirty (30) days after the occurrence of the act, or omission giving rise to the grievance, or the date when the grievant should reasonably have been aware of the act or occurrence, the grievant must submit his/her grievance in writing on the Level One classified grievance statement, attached as Appendix E, to the Administrator.
- 22.2.2.1.1 This grievance statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article(s), section(s), and paragraph(s) of this Agreement that is (are) alleged to have been violated, the names of persons who witnessed or have firsthand knowledge of the grievance, and the remedy sought. The grievance shall be signed by the grievant.
- 22.2.2.1.2 The Administrator or his/her designee shall respond in writing within ten (10) days after the receipt of the grievance at Level One.
- 22.2.2.1.3 If the grievant is not satisfied with the decision of the Administrator or if the Administrator has not presented a written response to the grievance, the grievant may, within ten (10) days of receipt of the Administrator's response or within ten (10) days after the time period called for in Level One has passed, request on the grievance form, attached as Appendix E, that the grievance proceed to Level Two.
- 22.2.2.2 <u>Level Two:</u> The grievant shall submit to the Assistant Superintendent, Human Resources or his/her designee a copy of the original grievance form, a copy of the first-level Administrator's response, and grievance form, Level Two, which includes a written statement of the reason for appeal and the resolution requested. The Assistant Superintendent, Human Resources, or his/her designee, shall respond to the grievance in writing within ten (10) days after the receipt of the grievance at Level Two.

- 22.2.2.3 Level Three: If the grievant is not satisfied with the adjustment at Level Two, the grievant may submit the grievance form, Level Three, to the District Superintendent within ten (10) days after the receipt of the response at Level Two or within ten (10) days after the time period called for in Level Two has passed. The Superintendent, or his/her designee, will respond in writing within ten (10) days of receipt of said grievance.
- 22.2.2.4 Level Four: If the grievant is not satisfied with the adjustment at Level three, the Grievant shall submit a written notice to the Assistant Superintendent, Human Resources within ten (10) days in order to proceed to mediation.
- 22.2.2.4.1 Selection of Mediator The mediator shall be secured from the State Conciliation and Mediation Service. If the parties are unable to agree on a mediator, each party shall alternately strike a name until only one name remains. The remaining panel member shall be the mediator. The order of the striking shall be determined by drawing lots.
- 22.2.2.5 Level Five: If not satisfied with the decision at Level Four, the grievant may, within fifteen (15) days from the Level Four decision being rendered, submit a request in writing to the Association for an arbitration of the dispute.
- 22.2.2.6 If the Association approves moving the grievance to Arbitration, they shall submit a request in writing to the Superintendent for an arbitration of the dispute.
- 22.2.2.7 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation and Mediation Service or the American Arbitration Association to supply a panel of seven (7) names or arbitrators. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by drawing lots. If a question of arbitration arises, it will be ruled upon by the arbitrator prior to rendering a decision in the case. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The parties shall be afforded the opportunity to submit written briefs. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violated of the terms of this Agreement. The arbitrator shall consider only those issues which have been properly carried through all prior stages of the grievance procedure. The arbitrator shall have no power to add to, subtract from, alter, amend or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all parties. Costs for the services of the arbitrator, limited to per diem expenses, travel and subsistence expenses and the costs of a hearing room, will be borne equally by the District and the Association. Other costs will be borne by the party incurring them.

22.3 Grievance Meeting

The Administrator, the Assistant Superintendent of Human Resources and/or District Superintendent, or designated management member, may schedule such meetings with the

grievant and any identified Association representative as deemed appropriate to discuss the grievance and attempt resolution at Levels One, Two, and Three. The grievant shall be given forty-eight (48) hours advance notice of any grievance meeting unless a shorter notice is mutually agreeable. When such meetings occur during the grievant's/Association representative's scheduled working hours, he/she shall be released without loss of pay to attend the meeting. The grievant shall be permitted to be accompanied by an Association representative at the scheduled meeting. If the Association representative is an employee of the District, such representative shall be released without loss of pay to attend the scheduled meeting. The grievant shall be present at all grievance meetings. Absence of the grievant at a meeting shall constitute a waiver of the grievant's right to further processing of the grievance. In instances of emergency or illness, the grievant shall have the right to have the meeting rescheduled.

22.3 Grievance Witnesses: In the event that the Board of Trustees or grievant schedules a hearing for the purpose of resolving a grievance, the Board shall make available for testimony in connection with the grievance procedure any District employee, without loss of pay, whose appearance is requested by the grievant.

22.4 Unit Member Processed Grievances:

A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution

CSEA shall be given an opportunity to file a written response to the proposed resolution. 22.5 No Discrimination: The filing of a grievance by a bargaining unit member shall not result in discrimination through the withholding of a bona fide right, privilege, or benefit of employment.

Article 29 Term of Agreement

- 29.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2021 November 1, 2024 to October 31, 2024 October 31, 2027 except where modified by mutual
- 29.1.1 The parties agree that the contract period of November 1, 2021 November 1, 2024 through October 31, 2024 October 31, 2027, salary and health benefits shall be open for negotiations. Both parties agree that two additional articles may be selected by each party every year of the contract. Any other issues mutually agreed upon by the parties may be reopened for negotiations.
- 29.1.2 Notice that the Association wishes to reopen negotiations, and which issues it wishes to reopen must be given to the District by August 45-31st. The District must give notice to CSEA of which issues it wishes to reopen by September 4 15th.

29.1.3 The District agrees that if it receives additional funding, or additional reduction in funding, CSEA and the District will meet and negotiate.

Appendices

Appendix A: CSEA and Management need to sit down and update as jobs are created and/ or updated. Salary Schedule should be updated before signing agreement.

Appendix B: Longevity language changes: add additional step to years of service, update negotiated language to be reflected in "Employee Anniversary Increments" section.

Appendix C: Status quo

Appendix D: Status quo

Appendix E: Status quo

Appendix F: Eliminate

Appendix G: Suggest printing landscape orientation. Insert new negotiated calendars.

Appendix H: Employees on list are inactive. Eliminate.

Appendix I: no longer functional as it has been put into the agreement. Eliminate

Appendix J: Status quo. Becomes new Appendix H.

Current Appendix K: Status quo. Becomes new Appendix I.

Current Appendix L: Eliminate.

Current Appendix M: Eliminate.

Recommendation to add a new appendix. CSEA shared copies of language in other contracts

which include "Scribe's Waiver" for Management to review.

SIGNATURE PAGE:	
Dated this 23 rd day of April 2025	
CSEA:	DISTRICT
Jerry Tejeda	Dr. Scott Carrell, Assistant Superinter deat
Vice President	Dr. Scott Carroll, Assistant Superintendent Human Resources
allicia Serrato	
Alicia Serrato	
Negotiations Team Member	
-/m	
Ray bay	
Negotiations Team Member	
lene Poland	
liene Poland	
Negotiations Team Member	
M	
Alejandro G., Cortez	
Negotiations Team Member	
Humberto Gonzalez	
Negotiations Team Member	
7000	
" Centilled	
MariadeJesus Gonzalez	
Negotiations Team Member	
2/5/1	
Steven Everett	
Negotiations Team Member	
Liva Jones	
Lisa Towery	

Labor Relations Representative

2% increase retroactive to 07/01/2024; Board Approved May 21, 2025

	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,211.99	\$ 3,372.59	\$ 3,541.22	\$ 3,718.29	\$ 3,904.20
Range 2	\$ 3,295.08	\$ 3,459.83	\$ 3,632.82	\$ 3,814.46	\$ 4,005.19
Range 3	\$ 3,375.19	\$ 3,543.95	\$ 3,721.15	\$ 3,907.20	\$ 4,102.57
Range 4	\$ 3,458.27	\$ 3,631.19	\$ 3,812.74	\$ 4,003.38	\$ 4,203.55
Range 5	\$ 3,547.29	\$ 3,724.65	\$ 3,910.89	\$ 4,106.43	\$ 4,311.75
Range 6	\$ 3,628.89	\$ 3,810.33	\$ 4,000.85	\$ 4,200.89	\$ 4,410.93
Range 7	\$ 3,720.87	\$ 3,906.91	\$ 4,102.26	\$ 4,307.37	\$ 4,522.74
Range 8	\$ 3,811.37	\$ 4,001.94	\$ 4,202.03	\$ 4,412.14	\$ 4,632.74
Range 9	\$ 3,904.84	\$ 4,100.08	\$ 4,305.08	\$ 4,520.34	\$ 4,746.35
Range 10	\$ 3,999.79	\$ 4,199.78	\$ 4,409.76	\$ 4,630.25	\$ 4,861.77
Range 11	\$ 4,103.64	\$ 4,308.82	\$ 4,524.26	\$ 4,750.47	\$ 4,988.00
Range 12	\$ 4,200.07	\$ 4,410.08	\$ 4,630.58	\$ 4,862.11	\$ 5,105.21
Range 13	\$ 4,305.41	\$ 4,520.68	\$ 4,746.71	\$ 4,984.05	\$ 5,233.25
Range 14	\$ 4,409.26	\$ 4,629.72	\$ 4,861.21	\$ 5,104.27	\$ 5,359.48
Range 15	\$ 4,523.50	\$ 4,749.67	\$ 4,987.16	\$ 5,236.51	\$ 5,498.34
Range 16	\$ 4,628.83	\$ 4,860.27	\$ 5,103.29	\$ 5,358.45	\$ 5,626.37
Range 17	\$ 4,747.52	\$ 4,984.90	\$ 5,234.14	\$ 5,495.85	\$ 5,770.64
Range 18	\$ 4,860.27	\$ 5,103.29	\$ 5,358.45	\$ 5,626.37	\$ 5,907.69
Range 19	\$ 4,989.35	\$ 5,238.81	\$ 5,500.76	\$ 5,775.79	\$ 6,064.58
Range 20	\$ 5,103.58	\$ 5,358.76	\$ 5,626.70	\$ 5,908.04	\$ 6,203.44
Range 21	\$ 5,231.17	\$ 5,492.73	\$ 5,767.37	\$ 6,055.74	\$ 6,358.53
Range 22	\$ 5,363.21	\$ 5,631.38	\$ 5,912.94	\$ 6,208.59	\$ 6,519.02
Range 23	\$ 5,501.19	\$ 5,776.25	\$ 6,065.06	\$ 6,368.31	\$ 6,686.73
Range 24	\$ 5,631.75	\$ 5,913.33	\$ 6,209.00	\$ 6,519.45	\$ 6,845.42
Range 25	\$ 5,769.72	\$ 6,058.21	\$ 6,361.12	\$ 6,679.17	\$ 7,013.13
Range 26	\$ 5,909.18	\$ 6,204.64	\$ 6,514.87	\$ 6,840.61	\$ 7,182.64
Range 27	\$ 6,061.99	\$ 6,365.09	\$ 6,683.34	\$ 7,017.51	\$ 7,368.39
Range 28	\$ 6,208.87	\$ 6,519.31	\$ 6,845.28	\$ 7,187.54	\$ 7,546.92
Range 29	\$ 6,363.16	\$ 6,681.32	\$ 7,015.39	\$ 7,366.15	\$ 7,734.46
Range 30	\$ 6,510.04	\$ 6,835.54	\$ 7,177.32	\$ 7,536.18	\$ 7,912.99
Range 31	\$ 6,680.65	\$ 7,014.68	\$ 7,365.42	\$ 7,733.69	\$ 8,120.37
Range 32	\$ 6,833.46	\$ 7,175.14	\$ 7,533.89	\$ 7,910.59	\$ 8,306.12
Range 33	\$ 7,012.98	\$ 7,363.63	\$ 7,731.81	\$ 8,118.40	\$ 8,524.32
Range 34	\$ 7,177.66	\$ 7,536.54	\$ 7,913.37	\$ 8,309.04	\$ 8,724.49
Range 35	\$ 7,360.14	\$ 7,728.15	\$ 8,114.56	\$ 8,520.28	\$ 8,946.30
Range 36	\$ 7,533.72	\$ 7,910.41	\$ 8,305.93	\$ 8,721.22	\$ 9,157.29
Range 37	\$ 7,731.04	\$ 8,117.59	\$ 8,523.47	\$ 8,949.65	\$ 9,397.13
Range 38	\$ 7,910.56	\$ 8,306.08	\$ 8,721.39	\$ 9,157.46	\$ 9,615.33
Range 39	\$ 8,113.81	\$ 8,519.50	\$ 8,945.47	\$ 9,392.75	\$ 9,862.39
Range 40	\$ 8,305.19	\$ 8,720.45	\$ 9,156.48	\$ 9,614.30	10,095.02
Range 41	\$ 8,520.32	\$ 8,946.33	\$ 9,393.65	\$ 9,863.33	10,356.50
Range 42	\$ 8,719.12	\$ 9,155.07	\$ 9,612.83	•	10,598.14
Range 43	\$ 8,946.11	\$ 9,393.41	\$ 9,863.09	\$ 10,356.24	10,874.05
Range 44	\$ 9,155.30	\$ 9,613.06	\$ 10,093.71	\$ 10,598.40	\$ 11,128.32



Employee Anniversary Increments:

Anniversary increments in the amount of \$111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service: \$111.25 10 years of service: \$222.50 15 years of service: \$333.75 20 years of service: \$445.00 25 years of service: \$556.25 30 years of service: \$667.50

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$16.50 per hour

2% increase retroactive to 07/01/2024; Board Approved May 21, 2025

	S	tep A	;	Step B	;	Step C	,	Step D	;	Step E
Range 1	\$	18.53	\$	19.46	\$	20.43	\$	21.45	\$	22.52
Range 2	\$	19.01	\$	19.96	\$	20.96	\$	22.01	\$	23.11
Range 3	\$	19.47	\$	20.45	\$	21.47	\$	22.54	\$	23.67
Range 4	\$	19.95	\$	20.95	\$	22.00	\$	23.10	\$	24.25
Range 5	\$	20.47	\$	21.49	\$	22.56	\$	23.69	\$	24.88
Range 6	\$	20.94	\$	21.98	\$	23.08	\$	24.24	\$	25.45
Range 7	\$	21.47	\$	22.54	\$	23.67	\$	24.85	\$	26.09
Range 8	\$	21.99	\$	23.09	\$	24.24	\$	25.46	\$	26.73
Range 9	\$	22.53	\$	23.65	\$	24.84	\$	26.08	\$	27.38
Range 10	\$	23.08	\$	24.23	\$	25.44	\$	26.71	\$	28.05
Range 11	\$	23.68	\$	24.86	\$	26.10	\$	27.41	\$	28.78
Range 12	\$	24.23	\$	25.44	\$	26.72	\$	28.05	\$	29.45
Range 13	\$	24.84	\$	26.08	\$	27.39	\$	28.75	\$	30.19
Range 14	\$	25.44	\$	26.71	\$	28.05	\$	29.45	\$	30.92
Range 15	\$	26.10	\$	27.40	\$	28.77	\$	30.21	\$	31.72
Range 16	\$	26.71	\$	28.04	\$	29.44	\$	30.91	\$	32.46
Range 17	\$	27.39	\$	28.76	\$	30.20	\$	31.71	\$	33.29
Range 18	\$	28.04	\$	29.44	\$	30.91	\$	32.46	\$	34.08
Range 19	\$	28.79	\$	30.22	\$	31.74	\$	33.32	\$	34.99
Range 20	\$	29.44	\$	30.92	\$	32.46	\$	34.09	\$	35.79
Range 21	\$	30.18	\$	31.69	\$	33.27	\$	34.94	\$	36.68
Range 22	\$	30.94	\$	32.49	\$	34.11	\$	35.82	\$	37.61
Range 23	\$	31.74	\$	33.33	\$	34.99	\$	36.74	\$	38.58
Range 24	\$	32.49	\$	34.12	\$	35.82	\$	37.61	\$	39.49
Range 25	\$	33.29	\$	34.95	\$	36.70	\$	38.53	\$	40.46
Range 26	\$	34.09	\$	35.80	\$	37.59	\$	39.47	\$	41.44
Range 27	\$	34.97	\$	36.72	\$	38.56	\$	40.49	\$	42.51
Range 28	\$	35.82	\$	37.61	\$	39.49	\$	41.47	\$	43.54
Range 29	\$	36.71	\$	38.55	\$	40.47	\$	42.50	\$	44.62
Range 30	\$	37.56	\$	39.44	\$	41.41	\$	43.48	\$	45.65
Range 31	\$	38.54	\$	40.47	\$	42.49	\$	44.62	\$	46.85
Range 32	\$	39.42	\$	41.40	\$	43.47	\$	45.64	\$	47.92
Range 33	\$	40.46	\$	42.48	\$	44.61	\$	46.84	\$	49.18
Range 34	\$	41.41	\$	43.48	\$	45.65	\$	47.94	\$	50.33
Range 35	\$	42.46	\$	44.59	\$	46.82	\$	49.16	\$	51.61
Range 36	\$	43.46	\$	45.64	\$	47.92	\$	50.32	\$	52.83
Range 37	\$	44.60	\$	46.83	\$	49.17	\$	51.63	\$	54.22
Range 38	\$	45.64	\$	47.92	\$	50.32	\$	52.83	\$	55.47
Range 39	\$	46.81	\$	49.15	\$	51.61	\$	54.19	\$	56.90
Range 40	\$	47.92	\$	50.31	\$	52.83	\$	55.47	\$	58.24
Range 41	\$	49.16	\$	51.61	\$	54.20	\$	56.90	\$	59.75
Range 42	\$	50.30	\$	52.82	\$	55.46	\$	58.23	\$	61.14
Range 43	\$	51.61	\$	54.19	\$	56.90	\$	59.75	\$	62.74
Range 44	\$	52.82	\$	55.46	\$	58.23	\$	61.15	\$	64.20



Employee Anniversary Increments:

Anniversary increments in the amount of \$111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	\$0.64
10 years of service:	\$1.28
15 years of service:	\$1.93
20 years of service:	\$2.57
25 years of service:	\$3.21
30 years of service:	\$3.85

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$16.50 per hour



	2024-2025 Active Classifica
RANG	E CHILD NUTRITION SERVICES
17	Child Nutrition Services Operations Specialist
16	Child Nutrition Cafeteria Coordinator
10	Child Nutrition Worker II (Cook)
7	Child Nutrition Worker
RANG	
20 19	Attendance Accounting Specialist II
18	District Testing & Assessment Coordinator District Textbook Coordinator
17	Administrative Assistant
17	School Office Manager
16	English Learner Data Technician
16	Special Education Data Technician
15	Attendance Accounting Specialist I
15	Facilities Support Services Specialist
14	District Translator
13	Attendance Accounting Technician Facilities Technician
13	Intermediate School Secretary
13	Office Assistant III
1.3	Secretary
12	District Office Receptionist
11	Library/Media Technician
10	Translator
8	Health Assistant
8	Language Assessment Technician (Spanish Bilingual) Office Assistant II
3	Records Assistant
RANGE	COMMUNITY RELATIONS
31	Mental Flealth Clinician
22	District Community Liaison
22	Outreach Specialist
22 22	Parent Support Liaison
19	Interpreter/Community Support Liaison-Trilingual Special Education Service Coordinator
18	After School Program Site Coordinator
17	Family Linison
RANGE	FISCAL
22	Position Control Specialist
21	Senior Payroll Technician
20 18	Accounting Specialist IV
1.8	Payroll Technician Accounting Specialist III
RANGE	HUMAN RESOURCES
22	Credential Technician
20	Risk Management Specialist
16	Human Resources Technician
13	Human Resources Assistant
RANGE	INSTRUCTIONAL SUPPORT
43 29	School Occupational Therapist
29	Music Instructor Arts Instructor
26	Arts Instructor Speech-Language Pathology Assistant
19	Paraeducator - Hearing Impaired (Sign Language)
1.8	Health Care Technician
12	Paraeducator - Special Education
9	Adaptive Technology Specialist
9	Paraeducator - Hearing Impaired (Oral Speech)
3	Registered Behavior Technician

7 Expanded Learning Specialist 6 Infant Program Assistant

5 Instructional Assistant - Special Ed. (RSP)
5 Instructional Physically Handicapped Assistant
4 Paraeducator - General Education

RANGE	MAINTENANCE/OPERATIONS
25	Grounds Maintenance Lead
22	Electrician
21	Heating, Ventilation, & Air Conditioning Technician
21	Plumber
20	Locksmith
18	Facilities Materials Specialist
18	Grounds Maintenance Specialist
138	Irrigation Specialist
17	Maintenance Worker II
13	Grounds Equipment Operator
13	Lead Custodian
11	Security/Maintenance Worker (N)
10	Grounds Maintenance Worker I
8	Custodian
RANGE	PURCHASING/GRAPHICS/WAREHOUSE
20	Buyer
19	Reprographics Coordinator
1.5	Reprographics Technician
14	Shipping/Receiving Clerk/Delivery Driver
10	Warehouse Worker/Delivery Driver
8	Instructional Materials Warehouse Attendant/Driver
RANGE	TECHNOLOGY
38	Network Systems Analyst
32	Information Technology Project Coordinator
28	Information Systems Support Specialist
28	Technology Services Technician
22	Information Systems Data Technician
RANGE	TRANSPORTATION
21	Vehicle & Equipment Mechanic
19	Transportation Router/Scheduler
15	Transportation Dispatcher/Scheduling Assistant
1-4	Bus Driver/Mechanic Assistant
13	Bus Driver
13	Cover Bus Driver/Office Assistant
6	Transportation Driver
RANGE	OTHER
Ž.	Campus Assistant
RANGE	EXEMPT
\$16.50	AVID Tutors

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-21, City of Oxnard Recreation and Community Services (ASES)

2025-2026 (Fox/Shea)

As the lead agency, the City of Oxnard will manage an academic and enrichment after-school program across all 20 schools in the Oxnard School District, complying with ASES attendance standards and serving students in alignment with ELOP guidelines. The city will supply coordination, recreation, and literacy personnel, and will ensure that all program staff, including those from partner organizations, receive continuous training and professional development.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$4,470,000.00 to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program Funds.

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-21 with City of Oxnard Recreation and Community Services.

ADDITIONAL MATERIALS:

Attached: Agreement #25-21, City of Oxnard (84 Pages)

Proposal (23 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Effective Date:		
Service Provider:		
Address:		
	Authorized Representative:	
	Representative's Email:	
Type of Service:	Lead Agency	
	Enrichment Agency	

RECITALS

- A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).
- B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.
- D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

- E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.
- F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("<u>ELOP</u>") Program, After School Education and Safety ("<u>ASES</u>") Program, and/or the 21st Century Community Learning Centers ("<u>21st CCLC</u>") Program for academic school year commencing and ending (collectively, the "<u>Grant</u>"). The Grant may also apply to additional academic school years.
- G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.
- H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."
- **2. Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from to and including (the "<u>Term</u>"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

- a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.
 - i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ per hour

- iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

- c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.
- d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.
- 5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.
- **6. Termination**. This Agreement may be terminated as follows.
- a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.
- b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.
- c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

- d. **Termination by District for Convenience**. District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.
- Termination by District for Cause. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (e.g., repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to immediately suspend the Services of Service Provider if the circumstances reasonably warrant (e.g., due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.
- f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.
- 7. School Closures. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

- **8. Service Provider's Representations and Warranties**. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:
- a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.
- b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.
- c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.
- d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

- a. For purposes of this Agreement, the term "<u>Records</u>" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:
 - i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
 - ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (e.g., proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
 - iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
 - iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

- v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.
- b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July provide copies of all Records for a secure provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.
- c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.
- d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.
- e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.
- 11. Independent Contractor. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.
- a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.
- b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

- 12. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.
- 13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.
- 14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.
- a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("Confidential Student Data") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("HIPAA"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("FERPA"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("PPRA"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, et seq.) ("COPPA"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, et seq.) ("SOPIPA"); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) ("<u>ELPIPA</u>") (collectively, the "<u>Student Privacy Laws</u>"). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

- b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.
- c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, et seq.) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.
- 16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.
- a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."
(Initials)
c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District.
(Initials)
17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and
at no cost to District, any and all licenses, permits and authorizations necessary to perform the
Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or
agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider

(Initials)
 (2222020)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of

the State of California.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

- **20. Assignment**. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.
- **22.** Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.
- a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.
- b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.
- c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.
- d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider's Indemnification of District.

- To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, 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, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.
- b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.
- c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

- The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).
- e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.
- f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.
- g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

(Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

- b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.
- c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss
- 26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.
- **27. Limitation of Liability**. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

- **28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.
- **29. Insurance**. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.
- **30. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1501 South A Street

Oxnard, CA 93030 Attention:

Dr. Ginger Shea Phone:

805-385-1501 ext. 2324 Email:

gshea@oxnardsd.org

To Service Provider: [NAME]

[STREET ADDRESS] [CITY, STATE, ZIP]

Attention: [NAME]

Phone: [PHONE]

Email: [EMAIL]

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

- 31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- **32. Authority to Execute**. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

- **33.** Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.
- **34. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- **35. Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.
- **36.** Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- **37. Waiver**. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.
- 38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.
- 39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

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

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

"Dist	rict"
	rd School District, ifornia public school district
By: _	
•	Melissa Reyes, Director, Purchasing

"Service Provider"			
CITY OF OXNARD			
☐Luis A. McArthur, Mayor	Date		
ATTEST:			
Lourdes A. Lopez, CITY Clerk (only if Mayor authorizes)	Date		
APPROVED AS TO FORM:			
Stephen M. Fischer, CITY Attorney (always required)	Date		
¹ The City Council must authorize and the Ma	ayor must execute any agreement ov	er \$200,000.	
² The Purchasing Agent may execute any authorized agreement up to \$200,000.			

EXHIBIT A-0 SCOPE OF SERVICES

PART I: LEAD AGENCY

- **A. Definition of Lead Agency.** The "<u>Lead Agency</u>" is responsible for providing daily afterschool programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- **B.** Lead Agency Responsibilities. The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
- b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
- c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Lead Agency will take daily attendance to ensure student safety and attendance.

Exhibit A-1	
page 1	

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.
- **3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:
 - a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
 - b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
 - c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
 - d. Provide payroll services for Lead Agency employees;
 - e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
 - f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
 - g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
 - h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
 - i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
 - j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

ii. Professional Development – Literacy
Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

A. Enrichment Agency. Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. Enrichment Agency Responsibilities. The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, etc.
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- e. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (e.g., late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (e.g., siek, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.
- **Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- e. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (i.e., weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in O Food Services module.

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- e. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 April 9, 2026 (No Fridays)

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- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded earning
 - x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- e. Enrichment Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

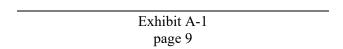
The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.



- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

PART X: AMENDMENTS

 Exhibit A-1	
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The Scope of Services, including services, work product, and personnel, are subject to change be mutual agreement. In the absence of mutual agreement regarding the need to change any aspect of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services a indicated above.	ts
Exhibit A-1	

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EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

- 1. <u>Field Trips</u>. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
- 2. <u>Parent/Guardian Visits</u>: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
- 3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. <u>Reportable Incidents</u>:

a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

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incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. <u>Disasters/Emergencies</u>:

- a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.
- b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.
- 6. <u>Unauthorized Persons</u>: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2 SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider's Program Coaches.

- a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks
- b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

Exhibit A-2	
page 1	

- **b.** Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.
- c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.
- d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.
- **e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
- ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

- i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).
- ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

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- iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.
- iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

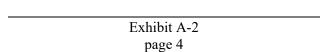
Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

- i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.
 - ii. Service Provider's coaches shall receive SCA training at least once a year.
- iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

- i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).
- ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.
- iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service



Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

- i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.
- ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

- i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.
- ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.
- iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.
- iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

- a. Coaches education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.
- **b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

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- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
 - ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (e.g., drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

- a. Coaches education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.
- b. Coaches preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

- a. Service Provider development and implementation of policy. Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.
- b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.
- **c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.
- **d.** Copies of agreement. Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.
- **e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines.

- **a.** Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.
- **b.** Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.
- **c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

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EXHIBIT A-3 ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (i.e., potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract:
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 - 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 - 2. All supplies properly charged to the Services;
 - 3. All travel properly charged to the Services;
 - 4. All equipment properly charged to the Services;
 - 5. All materials properly charged to the Services;
 - 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

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	Exhibit B
	Page 1

V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. <u>Insurance Requirements</u>. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. <u>Scope and Limits of Insurance</u>:

- 1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.
 - Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.
- 2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.
- 3. 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 per accident or disease.
- 4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
- 5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

- 6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.
- II. <u>Other Provisions</u>. Insurance policies required by the Contract shall contain the following provisions:
 - A. <u>All Policies</u>. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
 - B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
 - C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13
 - D. If any of the required policies provide coverage on a "claims made" basis:
 - 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 - 3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

EXHIBIT D CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

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

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date:	
By:	
<i></i>	Melissa Reves, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)	Birth date	
Parent or legal guardian (Please print)	Student address	
School/Local Educational Agency	Event or Activity Advisor (Staff)	
Voluntary Extracurricular Event or Activity		
☐ school-related athletics		
☐ school-related club activities		
☐ school-related cultural activities		
 school-related performing arts activities 		
 school-related social activities 		
☐ School-related community activities		
□ Other:		

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- 1. Sprains and strains
- 2. Fractured bones
- 3. Lacerations, abrasions, and avulsions
- 4. Unconsciousness
- 5. Paralysis
- 6. Disfigurement

- 7. Loss of eyesight
- 8. Head injuries or concussion
- 9. Heat illness
- 10. Sudden cardiac arrest
- 11. Death
- 12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, cocurricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)	Date	
Signature (Parent or legal guardian)	Date	
Primary telephone	Alternate telephone	



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)	Fecha de nacimiento
Padre o tutor legal (Por favor imprima)	Dirección del estudiante
Escuela/Agencia Educativa Local	Asesor de eventos o actividades (personal)
Evento o actividad extracurricular voluntaria	
☐ Atletismo relacionado con la escuela	
☐ Actividades del club relacionadas con la esc	cuela
☐ Actividades culturales relacionadas con la escuela	
☐ Actividades de artes escénicas relacionadas con la escuela	
☐ Actividades sociales relacionadas con la escuela	
☐ Actividades comunitarias relacionadas con	la escuela
Otro:	

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- 1. Esguinces y distensiones
- 2. Quebraduras
- 3. Laceraciones, abrasiones y avulsiones
- 4. Inconsciencia
- 5. Parálisis
- 6. Desfiguración

- 7. Pérdida de la vista
- 8. Lesiones en la cabeza o conmoción cerebral
- 9. Enfermedades causadas por el calor
- 10. Paro cardíaco repentino
- 11. Muerte
- 12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales. ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)	Fecha
Firma (Padre o Tutor Legal)	Fecha
Teléfono principal	Teléfono alternativo

Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns

- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to: http://www.cdc.gov/ConcussionInYouthSports/

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References: California Education Code section 49475, California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte. Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- Dolor de cabeza
- "Presión en la cabeza"
- Nausea o vómito
- Dolor de cuello
- Problemas de equilibrio o mareos
- Visión borrosa o visión doble
- Sensibilidad a la luz o ruido
- Decaído
- Adormecido
- Mareado
- Cambios en los hábitos de dormir

- Amnesia
- "No se siente bien"
- Fatiga o energía baja
- Tristeza
- Nervios o ansiedad
- Irritabilidad
- Más sensible
- Confundido
- Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)
- Repetir la misma pregunta o comentario

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Perdida de la conciencia

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet: http://www.cdc.gov/ConcussionInYouthSports/

Nombre del estudiante deportista	Firma del estudiante deportista	Fecha
Nombre del padre, madre o tutor	Firma del padre, madre o tutor	Fecha

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

	In-state	(Minor)	☐ Out-of-state
Co	mpletion of this form is required for all field	trips / excursions.	
Nai	me of Student	Date of I	Birth (for emergency purposes)
Stu	dent Address	Name of	School
Cla	iss/ Program	Teacher	
Dat	te(s) of Field Trip/Excursion	Location	of Field Trip/Excursion
Tra	insportation Provider		
1.	I hereby give permission for my child or ware	d (named above) to participa	te in this Field Trip or Excursion.
2. Regarding special assistance/accommodations: Is special assistance/accommodation necessary for you participate in this Field Trip or Excursion?		eccommodation necessary for your child or ward to	
	☐ No ☐ Yes. Please explain		
3.	Regarding administration of medication: A child or ward required to take medication during	ll medications must be presc ng the course of this Field Tr	ribed, including over-the-counter medications. Is your ip or Excursion?
	Medication Taken during School Hours,	" form SFA-5030, "Authorin SFA-5040, "Extended Fiel	to obtain form SFA-5010, "Authorization for Any zation For Medications Taken During School Hours, d Trip or Excursion Medication Authorization" (which
4.	If you have health insurance, please list:		
	W. M. L	Policy Number	Group Number
_	Health Insurance Company	•	•
5.	Please list additional emergency contacts, sh	louid the parent/guardian i	e unavanapie.
	Emergency Contact	Tel	ephone
	Emergency Contact	Tel	ephone
6.	Conduct: I fully understand that all participa the Field Trip or Excursion. To the extent p behavior standards will be sent home at their o	permitted by the Education (pt all rules and requirements governing conduct during Code, any participant determined to be in violation of s expense.
7.	Waiver of Claims for Liability: I understand	I that California Education C	ode, Section 35330 provides:
	State of California for injury, accident, illness, out-of-state field trips or excursions and all pstatement waiving all claims."	, or death occurring during or by parents or guardians of pupils t	ed all claims against the district, a charter school, or the y reason of the field trip or excursion. All adults taking aking out-of-state field trips or excursions shall sign a
	In providing consent for my child or ward to a district for injury, accident, illness, or death or	attend and participate in this curring during or by reason or	Field Trip or Excursion, I waive all claims against the of this Field Trip or Excursion.
	request voluntarily because I desire my child	or ward to participate in the	cipate in the Field Trip or Excursion and I make this Field Trip or Excursion. I also understand that, if I do involved in alternative supervised activities, for which
8.	surgical diagnosis or treatment and hospital ca	are from a licensed physician	tion, x-ray, examination, anesthetic, medical, dental, or a as deemed necessary for the safety and welfare of my asibility of the child or ward's parent(s)/guardian(s).
9.	I have carefully read this authorization a conditions.	and fully understand its o	contents and voluntarily consent to its terms and
Sig	nature of Parent/Guardian		Date
_			-
Ho	me telephone Work	telephone	Mobile telephone or pager

Home telephone

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

	Dentro del Estado un requisito completen esta forma para todos	(Menor de E las paseos educativos o exc	dad)	Fuera Del Estado
Nor	mbre del Estudiante		Feche de Nacimiento (para los propósitos de emergencia)	
Dire	ección del Estudiante		Nombre de la Escuela	
Cla	se/Programa	- 2	Maestro	
Fec	ha(s) de Paseo Educativo/ la Excursión		Ubicación del Paseo Educativo / la Excursión	
	veedor de Transporte Escolar Por medio de la presente autorizó que mi hi o excursión.	jo(a) o menor de edad (non	nbre escrito anteriormente) para participar en este	paseo educativo
2.	•	ficaciones: ¿Es necesario que tivo o excursión?	e se le facilite asistencia especial o modificaciones a s	u hijo(a) o menor
3.	¿Es requisito que su hijo(a) o menor de edad to No Si El padre o tutor legal cualquier medicamento durante el horari Horas Escolares, Actividades Escolares	amento: Todos los medicar ome medicamento durante el debe comunicarse con su e io escolar," forma SFA-503 es, Y Paseo," o la forma	mentos deben ser recetados, incluyendo los medican curso de este paseo educativo o excursión? scuela para obtener la solicitud SFA-5010S, "Autoriz 0S, "Autorización Para Cualquier Medicamento TSFA-5040S, "Extensión de la solicitud de autoriza eser firmado por el padre o tutor legal o el médico de	zación para tomar Fomado Durante ación para tomar
4.	de edad). Si usted tiene seguro médico, por favor regís			
5.	Compañía de Seguro Médico Por favor enumere los nombres de contacto Contacto de emergencia	Número de Póliza de emergencia adicional, si	Número de Grupo i el padre/tutor no están disponible: Teléfono	
	Contacto de emergencia		Teléfono	
6.	durante el Paseo Educativo o la Excursión. I	Hasta cierto punto permitido	e acatar y aceptar todas las reglas y los requisitos que por el Código de Educación, cualquier participante opio del participante o gasto de sus padres o tutores le	que se determine
7.	Renuncia de reclamaciones: Comprendo que	el artículo 35330 del Código	Educativo de California establece la siguiente inform	ıación:
	"Todas las personas participantes en los pa contra del distrito, una escuela autónoma, o ocurrido durante ó a causa del paseo educati todos los padres de familia o tutores legale declaración renunciando a todos los derecho	aseos educativos o las excursi- o el Estado de California por ivo o la excursión. Todos los a es de los alumnos que particip os."	ones considerarán renunciar a todos los derechos (recla motivo de una lesión, un accidente, una enfermedad o adultos que realicen paseos educativos o excursiones fuer en en paseos educativos o excursiones fuera del estado	maciones) en fallecimiento a del estado y firmarán una
	Al proveerle consentimiento a mi hijo(a) o al reclamaciones en contra del distrito por motivo de este paseo educativo o excursión.	menor de edad para asistir y o de una lesión, un accidente	participar en este paseo educativo o excursión, yo re- e, una enfermedad, o fallecimiento ocurrido durante o	nuncio a todas las por consecuencia
	petición voluntariamente, debido a que dese	o que mi hijo(a) o el meno n de mi hijo(a) o del menor	el menor de edad en este paseo educativo o excursión or de edad participe en el paseo educativo o excur de edad, éste participará en actividades alternativas,	sión. Igualmente
8.	En caso de una enfermedad o una lesión diagnostico quirúrgico médico, dental o trata	n, por la presente doy cons amiento y cuidado de hospi	sentimiento de cualquier transporte, radiografías, es tal por parte de un médico acreditado considerado que los gastos generados serán la responsabilidad del	necesario para la
9.	He leído cuidadosamente esta solicitud, com	prendo cabalmente su cont	texto y voluntariamente acepto los términos y su pr	oceso.
Fiп	ma de los Padres/Tutor		Fecha	
 Tel	léfono de Casa Telé	efono de Trabajo	Teléfono de celular o bíper	

OXNARO PHOOL DISH

OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

- 1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
- 2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

Dizziness, lightheadedness, weakness	Profuse sweating
Headache	Cool, clammy skin
Nausea	Hyperventilation
Diarrhea, urge to defecate	Decreased urine output
Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

Signs observed by teammates, parents and coaches include:			
Dizziness	Weakness		
Drowsiness, loss of consciousness	Hot and wet or dry skin		
• Seizures	Rapid heartbeat, low blood pressure		
Staggering, disorientation	Hyperventilation		
 Behavioral/cognitive changes (confusion, irr aggressiveness, hysteria, emotional instabilit 			

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.				
Student-Athlete Name - Printed	Student-Athlete - Signature	Date		
Parent Or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date		

DISTRITO ESCOLAR DE OXNARD



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

- La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
- 2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

Vértigo, mareo, debilidad	Sudor abundante
Dolor de cabeza	Piel viscosa y fría
• Náusea	Hiperventilación
Diarrea, urgencia para defecar	Reducción en la producción de orina
Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:			
Mareos (vértigo) Debilidad			
Letargo (adormecimiento), quedar inconsciente	Piel caliente, húmeda o seca		
Convulsiones (ataques epilépticos)	Pulso rápido, baja presión sanguínea		
Tambaleo, tropiezos, desorientación	Hiperventilación		
 Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocion 	Vómito, diarrea		

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.			
Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha	
Nombre de padre/madre/tutor legal - <i>Letra de molde</i>	Firma de padre/madre/tutor legal	Fecha	



OXNARD SCHOOL DISTRICT Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - O Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - o Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - o Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:
 - www.fda.gov/Drugs/ResourcesForYou
- Visit <u>www.cdc.gov/drugoverdose</u> to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed	Student-athlete Signature	Date	
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date	

Legal References:

California Education Code section 49476



DISTRITO ESCOLAR DE OXNARD Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - o Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - o Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - Nunca venda ni comparta opioides recetados.
 - O Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite <u>www.cdc.gov/drugoverdose</u> para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

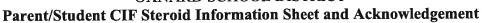
www.cdc.gov/drugoverdose/prescribing/guideline.html

Nombre del Estudiante Deportista	Firma del Estudiante Deportista	Fecha	
Nombre del Padre o Tutor Legal	Firma del Padre o Tutor Legal	Fecha	-

Referencias legales:

Sección del Código de Educación de California 49476

OXNARD SCHOOL DISTRICT





"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

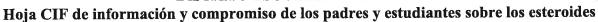
The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and	d read the CIF Steroid Information Shee	et.
Student-Athlete Name - Printed	Student-Athlete - Signature	Date
Parent or Legal Guardian Name - Printed	Parent or Legal Guardian - Signature	Date

DISTRITO ESCOLAR DE OXNARD





"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido	y leído la Hoja de información	CIF referente a los esteroides.
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Nombre del estudiante/atleta – Letra de molde	Firma del estudiante/atleta	Fecha
Nombre de padre/madre/tutor legal - Letra de molde	Firma de padre/madre/tutor legal	Fecha

Oxnard School District Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Pot	tential indicators that SCA may occur:
	Fainting or seizure, especially during or right after exercise;
	Fainting repeatedly or with excitement or startle;
	Excessive shortness of breath during exercise;
	Racing or fluttering heart palpitations or irregular heartbeat;
	Repeated dizziness or lightheadedness;
	Chest pain or discomfort with exercise;
	Excessive, unexpected fatigue during or after exercise.
Fac	ctors that increase the Risk of SCA:
	Known structural heart abnormality, repaired or unrepaired;
	Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
	Family history of known heart abnormalities or sudden death before age 50;
	Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
	Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks of performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

	he symptoms and warning signs of SCA trategies into my student's sports prog	
Student-athlete Name Printed	Student-athlete Signature	Date
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date
Legal References: California Interscholastic Federatio	n Bylaw 503	

Oxnard School District Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

•	•
Pos	sibles indicadores de que podría suceder un PCR:
	Colapso o convulsiones, especialmente justo después de ejercitarse;
	Colapso frecuente, o por emoción o susto;
	Falta excesiva de aliento durante el ejercicio;
	Taquicardia o palpitaciones, o ritmo cardíaco irregular;
	Mareo o aturdimiento frecuente;
	Dolor o malestar en el pecho al ejercitarse;
	Fatiga excesiva e inesperada durante o después del ejercicio.
Fac	ctores que incrementan el riesgo de que suceda un PCR:
	La presencia de una anormalidad estructural del corazón, reparada o no reparada;
	Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
	Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
	Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
	El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para

incluir medidas para prevenir qu	ie suceda un PCR dentro del progran	na deportivo de mi estudiant	:e
Nombre Del Atleta Adolescente	Firma Del Atleta Adolescente	Fecha	:
Nombre Del Padre/ Tutor	Firma Del Padre/ Tutor	Fecha	_
Referencia legal:			

Federación Interescolar de California Por Ley 503

■ PREPARTICIPATION PHYSICAL EVALUATION

HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Evam			, ,		
Date of Exam			Date of the		
· ·			Date of birth		
Sex Age Grade Sch	1001		Sport(s)		
Medicines and Allergies: Please list all of the prescription and over	r-the-co	unter n	nedicines and supplements (herbal and nutritional) that you are currently	/ taking	
<u>-</u>					
-					
Do you have any allergies? ☐ Yes ☐ No If yes, please ide ☐ Medicines ☐ Pollens	ntify sp	ecific al	llergy below. □ Food □ Stinging Insects		
			L Tool L Sunging maccus		
Explain "Yes" answers below. Circle questions you don't know the an			1 [T	
GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS 26. Do you cough, wheeze, or have difficulty breathing during or	Yes	No
Has a doctor ever denied or restricted your participation in sports for any reason?			after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify			27. Have you ever used an inhaler or taken asthma medicine?		
below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other:			28. Is there anyone in your family who has asthma?	-	
3. Have you ever spent the night in the hospital?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
4. Have you ever had surgery?			30. Do you have groin pain or a painful bulge or hernia in the groin area?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	31. Have you had infectious mononucleosis (mono) within the last month?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			32. Do you have any rashes, pressure sores, or other skin problems?	-	
6. Have you ever had discomfort, pain, tightness, or pressure in your			33. Have you had a herpes or MRSA skin infection? 34. Have you ever had a head injury or concussion?	-	
chest during exercise?			34. Have you ever had a hit or blow to the head that caused confusion,		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			prolonged headache, or memory problems?		
Has a doctor ever told you that you have any heart problems? If so, check all that apply:			36. Do you have a history of seizure disorder?		
☐ High blood pressure ☐ A heart murmur			37. Do you have headaches with exercise?		
☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other:			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			39. Have you ever been unable to move your arms or legs after being hit or falling?		
10. Do you get lightheaded or feel more short of breath than expected			40. Have you ever become ill while exercising in the heat?		
during exercise? 11. Have you ever had an unexplained seizure?			41. Do you get frequent muscle cramps when exercising? 42. Do you or someone in your family have sickle cell trait or disease?		_
12. Do you get more tired or short of breath more quickly than your friends			43. Have you had any problems with your eyes or vision?		
during exercise?			44. Have you had any eye injuries?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	45. Do you wear glasses or contact lenses?		
Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including			46. Do you wear protective eyewear, such as goggles or a face shield?		
drowning, unexplained car accident, or sudden infant death syndrome)?			47. Do you worry about your weight?		
Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT			48. Are you trying to or has anyone recommended that you gain or lose weight?		
syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			49. Are you on a special diet or do you avoid certain types of foods?		
15. Does anyone in your family have a heart problem, pacemaker, or			50. Have you ever had an eating disorder?		
implanted defibrillator?			51. Do you have any concerns that you would like to discuss with a doctor? FEMALES ONLY		
Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			52. Have you ever had a menstrual period?		
BONE AND JOINT QUESTIONS	Yes	No	53. How old were you when you had your first menstrual period?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon			54. How many periods have you had in the last 12 months?		
that caused you to miss a practice or a game? 18. Have you ever had any broken or fractured bones or dislocated joints?			Explain "yes" answers here		
19. Have you ever had an injury that required x-rays, MRI, CT scan,					_
injections, therapy, a brace, a cast, or crutches?					
20. Have you ever had a stress fracture?					
Nave you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)					
22. Do you regularly use a brace, orthotics, or other assistive device?					
23. Do you have a bone, muscle, or joint injury that bothers you?					-
24. Do any of your joints become painful, swollen, feel warm, or look red?					-
25. Do you have any history of juvenile arthritis or connective tissue disease?			<u>-</u>		
I hereby state that, to the best of my knowledge, my answers to the Signature of athlete		•	stions are complete and correct. Date		
originature of autients Signature of	i parenvgi	uarula/1 _	Date		

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

_					
Name			Date of birth) _s	
Sex 4	Age Grade	School	Sport(s)		
JUX F	- Grado				
1. Type of disabili	ity				
2. Date of disabili	ity				
3. Classification (if available)				
4. Cause of disab	ility (birth, disease, accident/trauma, other)				
	you are interested in playing				
				Yes	No
6. Do you regular	ly use a brace, assistive device, or prosthetic?				
	y special brace or assistive device for sports?				
	ny rashes, pressure sores, or any other skin probl	ems?			
	hearing loss? Do you use a hearing aid?				
	visual impairment?				
	y special devices for bowel or bladder function?				
	uming or discomfort when urinating?				
	autonomic dysreflexia?				
	been diagnosed with a heat-related (hyperthermi	a) or cold-related (hypothermia) illness?			
15. Do you have m		a, or cold rolated (hypotherma) inneces			
	equent seizures that cannot be controlled by med	ication?			
<u> </u>		ication:			
Explain "yes" answ	vers here				
Place indicate if u	ou have ever had any of the following.				
i iouse maiouse ii j	on mare ever man any or are rememmen.				
				Yes	No
Atlantoavial instahi	libe			Yes	No
Atlantoaxial instabl				Yes	No
X-ray evaluation fo	r atlantoaxial instability			Yes	No
X-ray evaluation fo Dislocated joints (n	r atlantoaxial instability			Yes	No
X-ray evaluation fo Dislocated joints (n Easy bleeding	r atlantoaxial instability			Yes	No
X-ray evaluation fo Dislocated joints (n Easy bleeding Enlarged spleen	r atlantoaxial instability			Yes	No
X-ray evaluation fo Dislocated joints (n Easy bleeding Enlarged spleen Hepatitis	r atlantoaxial instability nore than one)			Yes	No
X-ray evaluation fo Dislocated joints (n Easy bleeding Enlarged spleen Hepatitis Osteopenia or oste	r atlantoaxial instability nore than one) oporosis			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling	or atlantoaxial instability nore than one) oporosis g bowel			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty Control Difficulty Controlling Difficulty Cont	or atlantoaxial instability nore than one) oporosis g bowel g bladder			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli	or atlantoaxial instability nore than one) oporosis g bowel g bladder ng in arms or hands			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Numbness or tingli Numbness or tingli	or atlantoaxial instability nore than one) oporosis g bowel g bladder ng in arms or hands ng in legs or feet			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controllin Numbness or tingli Numbness or tingli Weakness in arms	or atlantoaxial instability nore than one) oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Numbness or tingli Weakness in arms Weakness in legs of Dislocated Dislocated Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms	oporosis g bowel g bladder ing in arms or hands or hands or feet			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Numbness or tingli Weakness in arms Weakness in legs of Recent change in o	oporosis g bowel g bladder ing in arms or hands or hands or feet coordination			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Recent change in a	oporosis g bowel g bladder ing in arms or hands or hands or feet coordination			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida	oporosis g bowel g bladder ing in arms or hands or hands or feet coordination			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Recent change in a	oporosis g bowel g bladder ing in arms or hands or hands or feet coordination			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controllin Difficulty controllin Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controllin Difficulty controllin Numbness or tingli Numbness or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk			Yes	No
X-ray evaluation for Dislocated joints (no Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Difficulty controlling Numbness or tingling Numbness or tingling Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy Explain "yes" answ	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk	the above questions are complete and c	prect.	Yes	No
X-ray evaluation for Dislocated joints (no Dislocated joints (no Easy bleeding Enlarged spleen Hepatitis Osteopenia or oster Difficulty controlling Numbress or tingli Numbress or tingli Weakness in arms Weakness in legs of Recent change in a Spina bifida Latex allergy Explain "yes" answ	oporosis g bowel g bladder ng in arms or hands ng in legs or feet or hands or feet coordination ability to walk	the above questions are complete and c	prrect.	Yes	No

■ PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

ame	Date of birth
HYSICIAN REMINDERS Consider additional questions on more sensitive issues • Do you feel stressed out or under a lot of pressure? • Do you ever feel sad, hopeless, depressed, or anxious? • Do you feel safe at your home or residence? • Have you ever tried cigarettes, chewing tobacco, snuff, or dip? • During the past 30 days, did you use chewing tobacco, snuff, or dip? • Do you drink alcohol or use any other drugs? • Have you ever taken anabolic steroids or used any other performance supplen • Have you ever taken any supplements to help you gain or lose weight or impro • Do you wear a seat belt, use a helmet, and use condoms? Consider reviewing questions on cardiovascular symptoms (questions 5–14).	ment? ove your performance?
EXAMINATION	
Height Weight	☐ Male ☐ Female
BP / (/) Pulse	Vision R 20/ L 20/ Corrected ☐ Y ☐ N
MEDICAL	NORMAL ABNORMAL FINDINGS
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachr arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) Eyes/ears/nose/throat	nodactyly,
Pupils equal	
Hearing Lymph nodes	
Heart ^a Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI)	
Pulses Simultaneous femoral and radial pulses	
Simultaneous remoral and radial pulses Lungs	
Lungs Abdomen	
Genitourinary (males only) ^b	
Skin HSV, lesions suggestive of MRSA, tinea corporis	
Neurologic ^c	
MUSCULOSKELETAL	
Neck Back	
Shoulder/arm	
Elbow/forearm	
Wrist/hand/fingers	
Hip/thigh	
Knee	
Leg/ankle	
Foot/toes	
Functional • Duck-walk, single leg hop	*
Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam, Consider GU exam if in private setting. Having third party present is recommended. Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concu	
 Cleared for all sports without restriction Cleared for all sports without restriction with recommendations for further evaluations 	uation or treatment for
Not cleared	
☐ Pending further evaluation	
☐ For any sports	
☐ For certain sports	
Reason	
ecommendations	

Name of physician (print/type) ____

Signature of physician _

Address _

__ MD or DO

_ Date ___

Phone_

■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

Name		Sex 🗆 M 🗖 F Age	Date of birth
☐ Cleared fo	or all sports without restriction		
☐ Cleared fo	or all sports without restriction with recommend	dations for further evaluation or treatment for	
	•		
□ Not cleare	ed		
	Pending further evaluation		
	For any sports		
	For certain sports		
	Reason		
Recommenda	itions		
I have even	nined the above-named student and co	empleted the preparticipation physical evaluation. 1	The athlete does not present apparent
clinical con	traindications to practice and participate	ate in the sport(s) as outlined above. A copy of the	physical exam is on record in my office
and can be	made available to the school at the re-	quest of the parents. If conditions arise after the at	thlete has been cleared for participation,
		problem is resolved and the potential consequence	es are completely explained to the athlete
(and parent	ts/guardians).		
Mamo of phys	cician (print/h/na)		Date -
Signature of p	niysiciati		
EMERGEN	ICY INFORMATION		
Allergies			
70			
Other informa	itian		
Other informa	auon		
			
-			
-			
-			

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Nombre					Fecha de Nacimiento	_	_
	Edad	Grado		Esci	uela Deporte(s)		
¿Tienes alergias? □ S		ergias, indica la alergia	y suple		s (herbales y nutricionales) que estás tomando pecífica		
Explica las respuestas d	e "Si" abajo.		or I	Ma	Programma Médicos	Sí	No
Preguntas Generales			Sí	No	Preguntas Médicas	31	140
¿Ha sido restringido po algúna razón?					Zose, sibilancias o tiene dificultad para respirar durante o después del ejercicio? Zose, sibilancias o tiene dificultad para respirar durante o después del ejercicio? Zose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
 ¿Tienes problemas mé Asma — Anemia Otro: 	dicos continuament				27. ¿Alguna vez nas utilizado un innalador o tomado medicamentos para el asma? 28. ¿Hay alguien en su familia que tiene asma?		
3. ¿Has pasado la noche	en un hospital?				29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o		
4. ¿ Has tenido alguna ci			-1		cualquier otro órgano?		
Preguntas de la salud de			Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
		ayado durante o después del			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes? 32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de		
6. ¿Has sentido dolores,	presión en tu pech	o mientras haces ejercicios?			la piel?		
7. ¿Su corazón siempre o	orre o salta latidos (latidos irregulares) durante el			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
ejercicio?					34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		_
Sí, chequea todo que	aplica:	médicos con tu corazón? Si			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
□ Alta presión sanguír			- 1		36. ¿Tiene antecedentes de trastornos convulsivos?	_	_
□ Colesterol alto		n del corazón	- 1		37. ¿Tiene dolores de cabeza con el ejercicio?	-	
□ Enfermedad de Kaw		do tu corazón?		_	38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
Ha pedido un médico To ciontos marcado		spirando durante el ejercicio?		_	39. ¿Alguna vez has sido incapaz de mover sus brazos o piemas después		
11. ¿Has tenido un incaut		spirarido durarite er ejercicio:	-		de golpearse o caer?		
		ficultad de respirar que tus			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
amigos cuando haces					41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
Preguntas de la salud de			Sí	No	42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la		
		problemas del corazón o de			enfermedad?	_	-
		de 50 años? (incluyendo e, o síndrome de muerte súbita			43. ¿Ha tenido problemas con sus ojos o visión? 44. ¿Ha tenido lesiones en los ojos?		
infantil)	e coche illexplicable	s, o sindioine de maerte sabita			45. ¿Usted usa anteojos o lentes de contacto?		
14. ¿Hay alguien en su fa	milia que tiene mioc	ardiopatía hipertrófica,			46. ¿Usa gafas de protección, o anteojos de seguridad?		
síndrome de Marfan, I	a miocardiopatía arr	itmogénica del ventrículo			47. ¿Le preocupa su peso?		
		de QT corto, síndrome de			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde		
15. ¿Tiene alguién en tu fa	amilia un problema d	ca catecolaminérgica? del corazón, usa un marca			peso? 49. ¿Está usted en una dieta especial o usted evita ciertos tipos de		
pasos o un desfibrilad					alimentos?		
16. ?Tiene alguien en tu fa		xplicables, incautaciones			50. ¿Alguna vez ha tenido un trastorno alimentario?		
inexplicables o casi at Preguntas de huesos y a			Sí	No	51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
		ulo, ligamento o tendón que le			Sólo mujeres	SI	No
hizo perder un entrena	miento o un partido	?			52. ¿Alguna vez ha tenido un período menstrual?		
18. ¿Alguna vez te has qu	ebrado o fracturado	un hueso o dislocado una			53. ¿Qué edad tenía cuando tuvo su primer período menstrual?		
articulación o coyuntura?					54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		
CT, inyecciones, terap	ia, un aparato ortop	rafías, resonancia magnética, édico, un yeso o muletas?			Explique respuestas "sí" aquí		
20. ¿Alguna vez has tenid							
inestabilidad del cuello	vez que tiene o ha t o o la inestabilidad a	enido una radiografía para la tlantoaxial? (Síndrome de					
Down o enanismo) 22. ¿Utiliza regularmente	un anarato ortonédio	co ortonédicos u otro		_			
dispositivo de ayuda?	an aparato ortopeut	so, ortopodioos, a otto			•		
23. ¿Tiene un hueso, mús	culo o lesión de la a	rticulación que le molesta?					
24. ¿Alguna de sus articu sienten calientes, o se	ven de color rojo?						
25. ¿Tiene antecedentes	de artritis juvenil o e	nfermedad del tejido			ř.		
conectivo?							

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de E	xamen Médico					
Nombre				Fecha de Nacimiento		
Sexo	Edad	Grado	Escuela	Deporte(s)		
3ex0	Edau	Grado	Lacuella			
	discapacidad					
	de discapacidad					
	ación (Si posible)					
	de la discapacidad (nacimiento, enfe		otros)			
Enumer	rar los deportes que usted está inter	esado en jugar				
					Sí	No
	regularmente un aparato ortopédico		tesis?			
7. ¿Utiliza	algún corsé especial o dispositivo o	e ayuda para los deportes?				
8. ¿Tienes	s algunas erupciones, úlceras por pr	esión, o cualesquier otros pro	oblemas de la piel?			
9. ¿Tiene	una pérdida auditiva? ¿Utiliza un au	dífono?				
10. ¿Tiene	una discapacidad visual?					
11. ¿Utiliza	dispositivos especiales para la func	ión intestinal o de la vejiga?				
12. ¿Usted	tiene ardor o molestias al orinar?					
13. ¿Ha ter	nido la disreflexia autonómica?					
14. ¿Alguna	a vez ha sido diagnosticado con una	enfermedad del calor (hipert	termia) o (hipotermia) enfermed	ades relacionadas con el frío?		
15. ¿Tiene	la espasticidad muscular?	347)				
16. ¿Tiene	convulsiones frecuentes que no pue	den ser controladas con med	dicación?			
Explique re	espuestas "sí" aquí					
					Sí	No
Inestabilida	d atlantoaxial					
	de rayos X para la inestabilidad atla	ntoaxial				
	es dislocadas (más de una)					
Sangrado fa						
	ento del bazo					
Hepatitis						
	nia u osteoporosis					
	ara controlar los intestinos					
	ara controlar la vejiga					
	imiento u hormigueo en los brazos o	las manos				
	imiento u hormigueo en las piemas					
	n los brazos o las manos					
	n las piernas o los pies					
	eciente en la coordinación					
	eciente en la capacidad para camina	ar				
Espina bifid		41				
La alergia a						
	indique si alguna vez ha tenido al	guna de las siguientes			1977	
. OI 14401, 1	maique si alguna vez na temao a	guna de las siguientes.				
Evaliano e	nonucetae "eí" aguí					
Exhiidae u	espuestas "sí" aquí					
Al Meior de	e mis conocimientos, mis respue	stas son completas v corre	ctas.			
uc	venerality in a respect					
Firma del at	tleta	Firma de	l padre/guardián	Fecha		

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

ame		Date of birth
HYSICIAN REMINDERS Consider additional questions on more sensitive issues • Do you feel stressed out or under a lot of pressure? • Do you ever feel sad, hopeless, depressed, or anxious? • Do you feel safe at your home or residence? • Have you ever tried cigarettes, chewing tobacco, snuff, or dip? • During the past 30 days, did you use chewing tobacco, snuff, or dip? • Do you drink alcohol or use any other drugs? • Have you ever taken anabolic steroids or used any other performance supplement? • Have you ever taken any supplements to help you gain or lose weight or improve your perform Do you wear a seat belt, use a helmet, and use condoms? Consider reviewing questions on cardiovascular symptoms (questions 5–14).	nance?	
EXAMINATION		
Height Weight □ Male	☐ Female	
BP / (/) Pulse Vision R		L 20/ Corrected Y N
MEDICAL Appearance Marían stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)	NORMAL	ABNORMAL FINDINGS
eyes/ears/nose/throat Pupils equal Hearing		
ymph nodes		
Heart* Murmurs (auscultation standing, supine, +/- Valsalva) Location of point of maximal impulse (PMI)		
Pulses Simultaneous femoral and radial pulses		
Ungs		
bdomen		
Genitourinary (males only) ^b		
Skin HSV, lesions suggestive of MRSA, tinea corporis		
leurologic c		
AUSCULOSKELETAL leck		
Back		
Shoulder/arm		
lbow/forearm		
Vrist/hand/fingers		
dip/thigh		
(nee		
.eg/ankle		
Foot/toes		
Functional Duck-walk, single leg hop		
Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam. Consider GU exam if in private setting. Having third party present is recommended. Consider cognitive evaluation or baseline neuropsychlatric testing if a history of significant concussion.		
Cleared for all sports without restriction Cleared for all sports without restriction with recommendations for further evaluation or treatme	nt for	
1 Cleared for all sports without restriction with recommendations for further evaluation of treatment		
Not cleared	_	
☐ Pending further evaluation		
☐ For any sports		
☐ For certain sports		
Heason		
Heason		

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Name of physician (print/type) ____

Signature of physician _

_, MD or DO

_ Date ___

Phone_

■ PREPARTICIPATION PHYSICAL EVALUATION

CLEARANCE FORM

Name		Sex 🗆 M 🗆 F Age	Date of birth
	or all sports without restriction		
		dations for further evaluation or treatment for	
	, di opo lo minazione di managina di m		
□ Not cleare	ed		
	☐ Pending further evaluation		
Г	☐ For any sports		
	☐ For certain sports		
	Reason		
Recommenda	ations		
		detect the constitution of the least of the land of th	The ethlete does not present apparent
I have exam	nined the above-named student and co	ompleted the preparticipation physical evaluation. T ate in the sport(s) as outlined above. A copy of the	nhysical exam is on record in my office
clinical con	made available to the school at the re	quest of the parents. If conditions arise after the at	hlete has been cleared for participation.
the physicia	an may rescind the clearance until the	problem is resolved and the potential consequence	es are completely explained to the athlete
	ts/guardians).		
			2
Signature of p	physician		, MD or DC
	NCY INFORMATION		
Allergies			
-			
Other informa	ation		
) <u> </u>			



School Athletics Physical Contact Acknowledgement

Student name		Birth date	
Parent or legal guardian (Please prin	t)	Student address	
School	Sport/Activity		Coach/Instructor
athletes to compete to the student athletes. This phys proper positioning and mov	best of their ability, sical contact is for instements.	Coaches may constructional purpose	nts. In order to prepare student ne into physical contact with es to guide student athletes in
Examples of situations of in	nstructional potential		clude, but are not limited to:
 Batting stances in basel 	oall and softball,	Golf and te	nnis swings,
Competitive Cheer stun	ts,	 Starting blo 	ock positions in track,
• Diving practices,		 Water polo 	practices,
 Football tackling technic 	ques,	 Wrestling p 	positions and moves.
By signing this Physical Copotential instructional phys to you.	ontact Acknowledgem ical contact between t	nent, you are recognent, you are recogne	nizing you understand there is ent athlete, and it is acceptable
Signature (Student)	-	Date	
Signature (Parent or legal guardian)		Date	
Home telephone	Work telephon	e	Mobile telephone or pager

Re: Proposal: ASES GRANT APPLICATION FOR FY 2025-2026

Please accept this proposal from the City of Oxnard's Recreation & Community Services

Division (RCSD) for the After School Education and Safety (ASES) Grant. The RCSD is

determined to expand its trajectory of success in being a dependable, consistent, and active

partner in helping to close the achievement gap and maintaining strong relationships with

families, educational institutions, and scholars. Grounded in the celebration and capitalization of
the value inherent in the cultural capital that every student possesses, an appreciation for the
unique learning styles of every student, and community-based partnerships, the RCSD will
continue to intentionally foster holistic student development and growth, academic excellence,
and ultimately seek to realize the potential of every well-rounded scholar.

Through our Oxnard Scholars After School Program (OSASP), in alignment with existing best practices as outlined by the Oxnard School District (OSD), and in collaboration with the unique needs of every school, the RCSD ambitiously seeks to help provide every student the additional support necessary to successfully compete academically. This will be achieved through seamless and educationally enriching experiences that challenge and support the stimulation of critical thought, and self-efficacy, provide a safe and supportive environment, and meet every scholar's social and emotional needs. Through our partnership, we can continue to bridge the connection between our scholars' personal and academic lives.

The RCSD looks forward to continuing working collaboratively with the Oxnard School District and its stakeholders to give every scholar an excellent program that meets each school's particular academic and social needs. chance to achieve their personal and academic success.

Thank you for your consideration of this request to continue to be an integral partner in closing the achievement gap.

AGENCY ORGANIZATION

Agency Description

The Recreation & Community Services Division has a successful history of working in network partnerships with local businesses, governmental agencies, and community-based organizations to facilitate and "create community" through effective programming and services. Our comprehensive network will leverage direct resources and provide a significant amount of inkind contributions from the RCSD and a number of its service providers. The RCSD has significant experience and a professional history of providing excellent services to families in Oxnard. Maintaining an excellent reputation in providing highly effective services, fulfilling contractual responsibilities, and efficiently and objectively achieving or exceeding benchmarks or goals are points of pride for the RCSD. Furthermore, the RCSD's successful history of program administration and management of multiple collaborations, and successful evaluation and oversight has resulted in consistently meeting or exceeding program goals. Our Oxanrd Scholars After School Program (OSASP) recently received the inaugural Leaders in Eating and Activity Practices (LEAP) Award at 4 after school sites through our partnership with Ventura County Public Health.

PROJECT TEAM

Oxnard Scholars is managed and administered by a team of youth development practitioners with extensive experience in successful after-school program design, implementation, monitoring, and tracking. Below you will find an outline of the project team including the project manager, administration, site-level staff, and additional support.

Program Director

Cultural & Recreation Services Supervisor, who possesses administrative, management, and programming development experience in the RCSD, will be the Program Director and serve as the primary contact with the District throughout the project year.

Management

3 Cultural & Recreation Services Analysts will serve as the project management team and supervise the site-level program staff. These individuals will manage the RCSD's after school program obligations and community programs targeting youth and their families, providing educational and recreational support to Site Specialists, and assist with program development, implementation, supervision, evaluation, and fiduciary oversight.

Site Level Staff (Per Site)

All current and future site-level staff directly supervising students will meet the minimum qualifications, hiring requirements, and procedures for a Para-Educator in the OSD. Every program will maintain a pupil-to-staff ratio of no more than 20 to 1. Each school will include the following site level staff:

Recreation Specialist (Site Coordinator): The site specialist works in a full-time capacity and will be responsible for the day-to-day operations of the program including tracking attendance, direct supervision of program instructors, providing onsite staff coaching, planning meetings with the academic liaisons and principals, scheduling parent and teacher sessions to celebrate the

accomplishments of students and generate ideas to improve the academic needs of students.

Program Site Leader (Second In Command):

The Program Site Leader supports and oversees recreation and literacy instructors as needed.

They supervise up to 20 students in grades K-8, ensuring structured recreational and literacy activities run smoothly. The Site Leader follows professional development training to implement content area lessons and classroom management strategies. In the absence of the Site Coordinator, the Site Leader assumes the following responsibilities:

- Addressing questions and concerns from the public and program participants,
 providing information, and resolving issues as necessary.
- Ensuring compliance with essential standards and grant requirements in partnership with school districts.
- Supervising and guiding Afterschool Program Instructors, holding them accountable for their responsibilities.
- Coordinating daily and weekly check-in meetings with Afterschool Program staff.
- Maintaining constant supervision of students.
- Ensuring accurate completion of Sign-In/Sign-Out Attendance Sheets daily.
- Attending assigned Professional Development Trainings during summer and throughout the school year, along with regularly scheduled Site Leader meetings.
- Completing incident/accident reports and maintaining communication with parents, school site and district administrators, and the program administrator.

Performing additional duties as required.

Program Instructors (Math. Literacy, Engineering, Art, and Recreation): With fidelity, the

program instructors will lead lessons/activities, serve as role models, engage students, and support a culture and climate within the program that is conducive to an academically rich, motivating, safe environment for the students to learn.

Recreation Aides In partnership with the Oxnard Union High School District, we will hire high school juniors and seniors with an interest in youth development and education. These students will be partnered with an After School Program Instructor at all times and will assist in the implementation of daily activities. This portion of the program will also serve as a developmental and training opportunity for future hiring of instructors upon graduation from high school.

Sports

The Oxnard Scholars After School Program (OSASP) includes the school athletics program as part of the daily after school activities at all 20 school sites. The OSASP will support 3rd-8th grade teams by providing coaches when needed.

Staffing

- Athletics Coordinator
- Coaches
- Volunteers/Assistants

Anyone interested in participating in the OSASP Athletics Program as a staff member will be required to complete and fill out a City of Oxnard employee application and will undergo all the processes and procedures of becoming a City of Oxnard employee as stipulated by the City of Oxnard Human Resources (HR) Department. The City of Oxnard HR Department will have the final determination as far as who becomes an OSASP employee.

All volunteers will also be required to fill out a volunteer form and will undergo the City of Oxnard Volunteer Clearance process to participate in any athletic events as well as complete all

required prerequisites as a paid employee.

Once cleared and approved by the City of Oxnard as an employee or volunteer, staff will be able

to commence and participate in the OSASP Athletics Program and will follow all staff expectations as stated below.

Staff Expectations

All approved OSASP Athletics Program Staff are required to abide by their approved schedule and will be responsible for signing in and out daily with the OSASP Site Coordinator in the site's sign in log. Staff will also complete and be responsible for submitting their own timesheet and any other requested paperwork on time. All staff are invited to participate in all OSASP activities including special events and presentations.

- Site Athletics-Coordinator: will coordinate and be responsible for all teams that will participate in after school athletics including coordination of coaches, team registrations, transportation needs, inventory of equipment and uniforms, hosting tryouts, and communicating with parents in any issues that may arise with student athletes. Athletics-Coordinators will conduct coach meetings to follow up with all coaches and to ensure all expectations are being met by students, coaches, and volunteers. In addition, the Athletics Coordinator will communicate with the OSASP Site Coordinator regarding attendance, behavior issues/discipline, incidents, and needs of the teams and will ensure that students will abide by the requirements of the after school program.
- Coaches: will be responsible for checking in daily with the OSASP Site
 Coordinator and will pick up their team from the designated after school program
 sign-in area. At the end of the program, coaches will walk their entire team back

to the sign out area. During program hours, coaches will be responsible for all students on their team including behavior and discipline while dressing out and practicing. Coaches are invited to help with homework hour if scheduled ahead of time. During games, coaches will be responsible for all students and will ride on the bus or city vans to and from game locations. Coaches will be responsible for signing out of students and for respecting all property during games. Coaches may also refer to the City of Oxnard Youth Sports Supplemental Rulebook for detailed expectations of coaches. Violations of these expectations can result in removal from the position.

Compensation

- Athletic Coordinators—will be hourly employees working an average of 20 hours per week the entire school year. Additional hours worked will need prior approval from OSASP Management. The bi-weekly payroll schedule will be followed. Athletic Coordinators will be required to keep an hourly time log and will also complete their timesheet on a bi-weekly basis.
- Coaches will be hourly employees and will work a maximum of 9-15 hours per week for the entirety of the season. Additional time will be allowed for games outside of normal scheduled working hours. Coaches will follow the bi-weekly payroll schedule. Prior approval of the work schedule will be required. Coaches will provide a weekly schedule to the OSASP Site Coordinator, Athletics
 Coordinator, and OSASP management if the schedule varies from week to week.

City Corps Community Service Learning Team: The City Corps Team will provide teams for

the community service-learning component via the Jr. City Corps program at all 6th-8th grade serving school sites.

Police Activities League: The Police Activities League Team will provide ongoing services as part of the youth development strategies via the Youth Directors Council (YDC) at all 6th-8th grade serving school sites.

Plan to Hire, Maintain, and Substitute Staff

Although current internal candidates will be considered for promotion to expeditiously capitalize on our department's strengths and foster professional development, the RCSD has a proposed plan and timeline for hiring staff.

Plan to Hire Staff

The RCSD will continue to actively recruit and hire After School Program Instructors for the Oxnard Scholars After School Program. Below you will find an outline of the ongoing recruitment process consisting of social media posts, job fairs, and flyering at local colleges as well as frequently attended locations to post on announcement boards such as Starbucks and Blenders. Interviews are scheduled biweekly to have a steady flow of applicants. As employees are hired, positions are filled at sites for the core subject areas such as Math, Literacy, Art, Engineering, and Recreation. In addition, a Jr. Recreation instructor will be placed at each school site to increase the site staff support and function as a substitute when other instructors are out, as well as filling in as a sports coach as needed.

Job Posting/Outreach

Social Media

- Facebook
- Instagram
- 0 X

• Job Fairs

- Ventura Chamber of Commerce
- o California State University Channel Islands
- Local Community Colleges

• Recruitment Partnerships

- Oxnard Union High School District
 - Pacifica High School- TECA
 - Hueneme High School- YES Academy

• Job Search Websites

- City of Oxnard
- o Indeed
- Government Jobs
- Ventura County Community College District
- o Jobsearcher.com
- o ZipRecruiter.com
- o Job flyer shared with district staff for distribution through the Oxnard School District

Hiring Overview

• Assess existing staff to fill needs and potential advancement/promotion

- Begin rigorous search/marketing of available positions
- Conduct interviews for After School Program Instructors, Recreation Aides, and Substitutes
- Inform applicants of the hiring status
- If chosen for the position, applicants will complete program prerequisites
- Submit the completed City Personnel Action Form (PAF) to the City's HR department
- Conduct background screenings, including DOJ clearance, and drug test
- Inform approved applicants of the status
- Develop school site teams
- Total anticipated length of time

Hiring Process

- Interviews will be held every other Monday and alternating Wednesdays within the timeframe of 1:00 pm-5:00 pm.
- Email candidates moving forward with the next steps by the close of business.
 - The email will request proof of a completed college degree or completion of 48
 college units and negative TB test results.
- Candidates who do not meet the minimum education requirement of successful completion of 48 college units will be scheduled to take a ParaPro exam. 2.5 hours will be allotted.
- Personnel Action Forms (PAF) will be created and sent to HR for candidates moving forward in the hiring process.
- Background checks and Livescan paperwork will be provided by HR to candidates who have completed the program's hiring prerequisites.

- HR will set up an orientation for candidates every 2 weeks at the beginning of the City's pay period cycle.
- Once HR orientation is complete, the employee will attend program orientation that clearly outlines program policies, procedures, rules and expectations, etc.

Plan to Maintain Staff

The RCSD will align with the OSD's professional development plan as follows:

- Professional Development for All Staff
 - Fall Training Topics will include: Mandated reporting,
 CPR/First Aid, policies and procedures, behavior management,
 classroom discipline, conflict resolution, ethical
 responsibilities of youth leadership, anti-bullying strategies,
 positive reinforcement, English Learner strategies, and other
 topics to align the after school program with the regular day
 (6-8 hours)
 - Ongoing all-staff professional development will be held every quarter. This will include youth development workshops in areas of: including students in program planning, leadership development, character building, project based activities, and building relationships with youth (4-6 hours)
- Participate in the OSD's literacy and math training offerings.
 - Participate in two full trainings before the start of the school
 year (4-6 hours) and monthly trainings to receive lesson plans

- and materials for the upcoming month (2 hours)
- Homework staff (in partnership with Academic Liaison)
 - Participate in monthly trainings to introduce pacing guides, grade level standards, hands on learning activities, homework forms, incentive programs, and centers (2 hours)

• Enrichment Instructor

Participate in monthly training to introduce project based,
 hands on lessons in areas of science, technology, visual arts,
 career development, community service learning, music, and
 other culturally enriching activities based on student's needs
 and interests (2 hours)

• Recreation Instructor

- Participate in ongoing bi-monthly meetings (1 hour) and ongoing training in topics such as California P.E. Standards and Administration of:
 - SPARK (Sports, Play Active, Recreation, for Kids),
 Health, Fitness & Nutrition Education from Children's
 Power Play! Campaign- Ventura County Public Health,
 and Nutrition and Physical Activity Tool Box
 Community Educators Training (Ventura County
 Public Health) (3-4 hours per month)

• Site Coordinators

• Attend ongoing bi-monthly meetings (1.5 hours)

- All staff will also be required to complete professional development via online training and will be able to participate in any other OSD/Region 8 Training
- Attend Boost Conference
- California Afterschool Network (CAN) training opportunities
 - Site Coordinator Symposium
 - Continuous Quality Improvement (CQI)

Staff Coverage Plan

The RCSD will have substitute instructors available for coverage when regular staff is absent.

Special Strengths – Understanding our Community

Partnerships

In relation to professional development, the RCSD has also partnered with the Ventura County Public Health, Champions for Change Network for a Healthy California, to provide staff with training opportunities in health, fitness, and nutrition education. The City has also used a variety of agencies and resources to provide ongoing training throughout the year including the California Afterschool Network (CAN), Sports, Play and Active Recreation for Kids (SPARK), and California Parks and Recreation Society (CPRS). Program Administration also attends the Best Out of School Time (BOOST) Conference annually.

During the 2021-2022 academic year, the Oxnard Scholars After School Program began a partnership with our City's water division to include after school program students in the Water Wise art competition. Oxnard Scholars After School Program students shared their creative water-saving ideas through the art contest. Many talented students participated in the contest and

it is a partnership that continues to this day. First place artwork is displayed on five of the City's recycling trucks until the end of each contest year. The Oxnard Public Library — Main Library also features a display of the winning artwork each May in recognition of Water Awareness Month.

In addition to the Water Wise art contest, students in the program participate in the City's annual Fall Festival and Insect Festival art contest where their art is displayed for festival attendees to vote on the best artwork.

Meeting Grant Assurances, District, and Site Goals

To meet grant assurances and district and site goals, the RCSD will ascribe to the recommended approaches as stated by the Regional Lead Team of Region 8. Specifically, the pillar of accountability will include compliance with outcome reporting requirements, categorical program monitoring, certified grant assurances, and fiscal audits. All programs will be research-based, linked to the instructional day, and will provide quality opportunities for active student engagement and holistic development. Furthermore, the collaboration pillar will include the development of collaborative Professional Learning Communities that will focus on fostering a learning and collaborative culture, be outcome driven, engage in action experimentation, and collective inquiry.

Employee Evaluation Process

To exercise accountability for ensuring quality control and accountability, the RCSD will implement the employee evaluation process as denoted briefly below:

- Site visits conducted by program management
 - Conduct conversations with staff
 - Observe all staff and all program components

- Implement site visit goals
- Make personal connections with personnel at the site, encourage reflection,
 provide feedback, collect snapshots of data, support accountability and planning,
 and identify issues critical to the site during the visit to allow local personnel to
 address them
- ASP Quality Self-Assessment Tool
 - Utilize formative assessment observation form to conduct an assessment
- Site Specialists will conduct daily class visits to ensure quality control and efficiency,
 and ensure that assurances are being met
 - Use of Employee evaluation form and provide technical assistance in areas
 needed
- Continuous Quality Improvement Quality Standards for Expanding Learning in California

Statement of Independence

The RCSD agrees with the OSD's Agreement for Consulting Services, Section 11 which references the RCSD shall always remain a wholly independent contractor and not an officer, employee, or agent of the District.

PROGRAM DESCRIPTION

Vision Statement

We create community through people, parks, and programs.

Mission Statement

To provide affordable recreational, physical, and cultural opportunities for all Oxnard residents

with a focus on families, youth development, and building healthy communities. The programs and services offered by the department will provide excellent value, and quality, and emphasize the equitable distribution of resources throughout the RCSD. The RCSD offers these programs in safe, attractive, and well-maintained facilities that will reflect the public needs and interests.

Program Design and Delivery for Oxnard Scholars

The RCSD will consist of two elements, as outlined by the OSD below, in collaboration with institutional principals and staff to ensure that they are integrated with the site's curriculum, instruction, and learning support activities.

- An educational and literacy element will provide homework assistance designed to
 help students meet state standards in one or more of the following core academic
 subjects: reading/language arts, mathematics, history, and social studies, or science. A
 broad range of activities may be implemented based on local student needs and interests.
- The **educational enrichment element** must offer additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

Program Operations Delivery

Per legislative expectations, all elementary school participants will participate in the full day of the after school program daily. To allow for a student-centered program that meets the needs and interests of students and program goals, middle schools will implement a flexible schedule. Specifically, students may have three days within nine hours. The program will remain operational five days per week and three hours per day on every regular school day. The program will begin after the regular school day and will end no earlier than 6:00 p.m.

- The K-5 programs will serve approximately 100 students daily while the K-8 and middle school programs will serve 120
- The K-5 programs will enroll approximately 120 students and the K-8 and middle school programs will enroll 140 to ensure the average daily attendance
- The program will provide a waiver/release of liability outlining expectations to parents and will require parent signatures for participation, photo, video, physical activity, treatment, and permission for the RCSD to receive and use information from the OSD
- The program will leave the space provided for use in the same or better condition than found at the start of the program hours
- The program will lead the distribution of a super snack that conforms to nutrition standards as established by the district's Child Nutrition Services
- The program will provide a safe physical and emotional environment and opportunities for relationship-building and promote active student engagement

Program Schedule

4 Rotation Schedule

	210		Monday	Tuesday	Thursday	Friday	
	Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5	
	15	2:30-2:45 pm		Sna	ack		
			(Group 2) Rec	(Group 1) Rec	(Group 3) Rec	(Group 4) Rec	
	40	2:50-3:30pm	(Group 3) Art	(Group 3) Art	(Group 2) Art	(Group 3) Art	
	40	2.50-3.30pm	(Group 4) Literacy	(Group 4) Literacy - Homework	(Group 1) Literacy - Homework	(Group 1) Literacy	
			(Group 5) Math - Homework	(Group 5) Math	(Group 5) Math	(Group 2) Math	
			(Group 3) Rec	(Group 3) Rec	(Group 2) Rec	(Group 2) Rec	
	40	3:35-4:15 pm	(Group 4) Art	(Group 4) Art	(Group 3) Art	(Group 4) Art	
	40	3.35-4.15 piii	(Group 5) Literacy	(Group 5) Literacy - Homework	(Group 5) Literacy - Homework	(Group 3) Literacy	
			(Group 2) Math - Homework	(Group 2) Math	(Group 1) Math	(Group 1) Math	
		4:15		Early Relea	ase Window		
			(Group 4) Rec	(Group 4) Rec	(Group 5) Rec	(Group 3) Rec	
	40	4:20-5:00pm	(Group 5) Art	(Group 5) Art	(Group 1) Art	(Group 1) Art	
	40	4.20-5.00pm	(Group 2) Literacy	(Group 1) Literacy - Homework	(Group 3) Literacy - Homework	(Group 2) Literacy	
			(Group 3) Math - Homework	(Group 3) Math/Literacy (Scholars)	(Group 2) Math - Homework	(Group 4) Math/Literacy (Scholars)	
		5:05 -5:45 pm	(Group 5) Rec	(Group 5) Rec	(Group 1) Rec	(Group 1) Rec	
	40		(Group 2) Art	(Group 1) Art	(Group 5) Art	(Group 2) Art	
١.	40	5.05 -5.45 pm	(Group 3) Literacy	(Group 3) Literacy - Homework	(Group 2) Literacy - Homework	(Group 4) Literacy	
	Minutes	Time	Block Schedule Group 1	Block Schedule Group 2	Block Schedule Group 4	Block Schedule Group 5	
	15	2:30-2:45 pm	Snack				
	40	2:50-3:30pm	Homework	Homework	Homework	Homework	
	40	3:35-4:15 pm	Recreation	Recreation	Recreation	Recreation	
		4:15		Early Rele	ease Window		
	40	4:20-5:00pm	Engineering	Engineering	Engineering	Engineering	
	40	5:05 -5:45 pm		Lingineering	Lityliteering	Lityllieering	
	15	5:45-6:00 pm		Sign Out/Board	Games/Homework		

Block Schedule for 6th-8th grade instruction at K-8 Schools

Minutes	Time	6th-8th Grade Block Schedule					
15	2:34-2:50 pm		Sna	ack			
40	2:55-3:35pm	Homework	Homework	Homework	Homework		
40	3:35-4:15 pm	Recreation	Recreation Recreation		Recreation		
	4:15		Early Relea	ase Window			
40	4:20-5:00pm	YDC	Engineering	Engineering	YDC		
40	5:05 -5:45 pm	Art	Art	Art	Art 889		
	5 45 0 00						

EXAMPLES OF RELEVANT PROJECTS

2011-Present Students and Schools Served

For the past 14 years, RCSD has provided after school programs through the Oxnard Scholars After School Program for 17 elementary and 3 middle schools serving students in grades 1st-8th. Additionally, the program has developed and coordinated the athletic program at the 3 middle schools as an after school program that has increased attendance and has expanded to all 20 school sites, serving grades 3-8. Overall, the RCSD supports the enrichment and development of approximately 2,200 students daily.

2011-2025 Schools Served

School	Address	Principal	Telephone
Brekke	1400 Martin Luther King Jr Drive Oxnard, CA 93030	Cheri Scripter	805-385-1521
Cesar Chavez	301 North Marquita Street Oxnard, CA 93030	Bertha Anguiano	805-385-1524
Curren	1101 North F Street Oxnard, CA 93030	Pablo Ordaz	805-385-1527
Driffill	910 South E Street Oxnard, CA 93030	Javier Tapia	805-385-1530

Elm	450 East Elm Street Oxnard, CA 93033	Christina Fernandez	805-385-1533
Frank	701 North Juanita Avenue Oxnard, CA 93030	Tyler Higa	805-385-1536
Fremont	1130 North M Street Oxnard, CA 93030	David De Los Santos	805-385-1539
Harrington	451 E.Olive Street Oxnard, CA, 93033	Rosaura Castellanos	805-385-1542
Kamala	634 West Kamala Street Oxnard, CA 93033	Brian Blevins	805-385-1548
Lemonwood	2001 San Mateo Place Oxnard, CA 93033	Allison Cordes	805-385-1551
Dr. Manuel M. Lopez	647 West Hill Street Oxnard, CA 93033	Genaro Magana	805-385-1545
Marina West	2501 Carob Street Oxnard, CA 93035	Elva Gonzales-Nares	805-385-1554
Marshall	2900 Thurgood Marshall Drive Oxnard, CA 93036	Chantal Anderson- Witherspoon	805-385-1557
McAuliffe	3300 West Via Marina Avenue Oxnard, CA 93035	Lynn Ebora	805-385-1560
McKinna	1600 South N. Street Oxnard, CA 93033	Erika Ragan	805-385-1563
Ramona	804 Cooper Road Oxnard, CA 93030	Christina Huizar	805-385-1569
	2200 Cabrillo Way	Nauman Zaidi	
Ritchen	Oxnard, CA 93030 220 S. Driskill Street		805-385-1572
Rose Avenue	Oxnard, CA 93030	Diana Perez	805-385-1575

Sierra Linda	2201 Jasmine Street Oxnard, CA 93036	Jorge Mares	805-385-1581
Juan Soria	3101 Dunkirk Drive Oxnard, CA 93035	Amanda Kemp	805-385-1584

Program Administration

• Danaly Perez, Cultural and Recreation Services Supervisor (17 years

experience)

• Olga Zavala, Cultural and Recreation Services Analyst (15 years

experience)

• Ana Marquez, Cultural and Recreation Services Analyst (8 years

experience)

• Brenda Mendoza Alamo, Cultural and Recreation Services Analyst

(15 years experience)

INSURANCE INFORMATION

The RCSD is self-insured under the provisions of California Law.

EQUAL OPPORTUNITY

Equal Opportunity Employer

The RCSD upholds the equal employer expectations as stated by the Human Resources

department for the City of Oxnard. The RCSD is an Equal Opportunity Employer and welcomes applications from all qualified applicants. Oxnard does not discriminate based on race, color, religion, sex, national origin, age, marital status, medical condition, disability, or sexual orientation. Oxnard makes reasonable accommodations for the disabled. If you require special arrangements to participate in the recruitment process, you must inform the Human Resources Department in writing no later than the final filing deadline. Applicants requesting such accommodation must document their request by explaining the type and extent of accommodation required.

Summary of Costs and Staffing

K-5	K-8	6-8
ASP Site Leader	ASP Site Leader	ASP Site Leader
Literacy Lead	Literacy Lead	Rec Lead 1
Rec Lead 1	Rec Lead 1	Rec Lead 2
Rec Lead 2	Rec Lead 2	Enrichment Lead
	6-8 Instructor	

Proposed Budget ASES 25-26		
Temporary Labor Staff	\$1,630,000.00	
Permanent Staff (24)	\$2,540,000.00	
Fixed Cost	\$100,000.00	
Operating Expenses	\$200,000.00	
	\$4,470,000.00	

Total contract not to exceed \$4,470,000.00 for the 2025-2026 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-22 - County of Ventura, Human Services Agency (Fox/Nocero)

The Ventura County Human Services Agency will assign four social workers to support the ongoing implementation of the Healthy Start Program. This program focuses on prevention and offers assistance to parents on matters related to student attendance and behavior. The schools served by these social workers have been selected based on consensus data identifying them as having the highest rates of abuse and neglect referrals and cases.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$504,340.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #25-22 with the County of Ventura, Human Services Agency.

ADDITIONAL MATERIALS:

Attached: Agreement #25-22, County of Ventura, Human Services Agency (15 Pages)

Exhibit A (2 Pages)

Annual Share Cost Sheet (1 Page)



SERVICES AGREEMENT

equisition Number	Purchase Order Number	
ontract Number		
his Services Agreement (the "Agreement") is made	de and entered into this day of	, 20
y and between Oxnard School District (hereinafte	er referred to as "District") and	
nereinafter referred to as "Provider.")		
PROVIDER. Provider	Telephone Number	
Street Address	Fax Number	<u> </u>
City, State, Zip code	E-mail Address	

- A. District desires to engage Provider to perform services as more particularly described in the "Statement of Work" which is attached hereto and incorporated herein by this reference (referred to as the "Statement of Work, "Work" or "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.

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	Page 1 of 1
Contract Number	8

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,

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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 subconsultants 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.

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

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

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

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

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

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

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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**.

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.
- 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:

 Lach Occurrence

 Aggregate

 Individual, Sole Proprietorship,
 Partnership, Corporation, or Other

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Contract Number	C

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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
☐ Other:	<u>\$</u>	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. Both parties are public entities, subject to certain requirements and limitations. This Agreement and the obligations of both parties 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.

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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."

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Contract Number	-

- 18. **DISPUTE RESOLUTION**. The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.
- 19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the parties shall bear their own 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.

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Contract Number	

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.

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	OXNARD SCHOOL DISTRICT	Provider
By:	District	Provider
Бу.	Signature	Signature
	Name	Name
	Title	Title

below, Provider certifies that it has not altered any provision of the body of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK SCHEDULE:	

Contract Number

SCHEDULE OF 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 and accountspayable@oxnardsd.org. Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

FFFS:

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EXHIBIT C REQUIRED CERTIFICATIONS

Services Agreement Dated:	, 20 <u>25</u>
Provider:	
Provider and its subconsultant's and their e Department of Justice (CDOJ) if they may District employee in connection with the Se	d Certification (Education Code Section 45125.1) ployees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the Californ iteract with any student outside of the immediate supervision and control of the student's parent or guardian or ices. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to provider compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):
through an educational app or clo employee OR (b) who was identiff fingerprints to the CDOJ and that Party. Provider will not allow any Penal Code §1192(c) to provide as	der Party who: (a) might access a District facility and/or interact with a District pupil in any manner (includir l-based system) outside of the immediate supervision and control of the student's parent or guardian or a District by District as a person requiring clearance pursuant to \$45125.1(c) has, prior to providing any Service, submitted revider has received from the CDOJ a valid criminal records summary as described in \$44237 for said Providerson who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed. Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the record compliant with Education Code \$ 45125.1 is on file with Provider.
The fingerprinting requirements of under section § 45125.1(b).	not apply because the Services are being provided on an emergency or exceptional situation as contemplate
☐ The fingerprinting requirements	not apply because Provider Parties will have no opportunity to interact with a District students in any mann or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school sint, under construction etc.).
information above concerning compliance	of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I was port is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by the cite or its representative(s) upon request.
	Name/ Title of Authorized Representative
	Signature/ Date
represent and warrant to District's S	ification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby certify, perintendent and Board of Trustees as follows (Provider to check the applicable statement below):
	ts, and any respective employees, representatives or agents will, in connection with the provision of Services und or no contact with any District student(s).
has for each such Provider Party a physician/surgeon, obtained an	n with the provision of Services, have more than limited contact with District students. Therefore, the Provider A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. It of all such Provider Parties and will provide a copy to District upon request.
information above concerning compliance	fperjury, that I am an authorized representative of Provider qualified to provide this Certification, that the third Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and concerning the Certification of the date hereof, and that, during the Term, I and control to the contact with District students.
	Name/ Title of Authorized Representative
	Signature/ Date
Contract Number	Page 14 of 15

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:	
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FY 25-26 Exhibit A (Scope of Services)

Provider will perform the following services under the captioned agreement:

Place Social Workers at Oxnard School District sites in communities that have been identified by Ventura County Human Services Agency consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these social workers serve on the districts SARB board, supporting the entire district.

- Target population are families that have children at Healthy Start schools: Mckinna, Lopez, Ramona, Kamala, Chavez, Rose, and Frank. Schools included are in the 93030 and 93033 zip codes.
- Families can be referred through the School Attendance Review Board (SARB) or other Oxnard school district collaboration.
- Focus of services will be on preventative interventions to:
 - Prevent separation of children
 - Decrease time in care
 - Produce better outcomes for families
 - o Provide a nontraditional response to concerns of abuse or neglect
- Preventive interventions include:
 - Family assessment/home visits
 - General parenting education
 - Basic life skills
 - Engaging support network
 - Educational advocacy
 - Support and service to migrating families
 - DEI/cultural responsiveness assessment
 - Collaborating with MICOP
 - Referrals to community resources
 - SARB services
- II. As part of the Services, Provider will prepare and deliver the following tangible work products to the district:
 - Provide quarterly statistical reports for each site identifying the nature of referrals
 - Provide support and resource coordination to a minimum of 15 students/families per month
 - Serve on the School Attendance Review Board (SARB) for the district
 - Coordinate pre and post parent and teacher surveys that have been approved by the district

III. During performance of the services, provider will keep the district appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
Statistic reports on referrals for each site	Quarterly
Provide school site with identified students on	regularly
each caseload	
Provide feedback to SARB on cases assigned to	Subsequent to SARB meetings
them	
Social Worker will meet with principal and	Weekly
other school personnel as needed	
Director of pupil services will meet quarterly	Quarterly
with the Healthy Start manager	

- IV. Provider will provide technology (computers. Monitors, printers, etc) ergonomic equipment (keyboards and ergonomic chairs), and small, portable furniture (bookshelves, filing cabinets etc) for Healthy Start staff.
- V. The District will provide large furniture (desks, chairs, tables tec) as well as Internet access to Healthy Start staff.
- VI. The scope of services, including services, work product and personnel are subject to change by mutual agreement. In the absence of a mutual agreement regarding the need to change any aspects of performance, provider shall comply with the scope of services as indicated above.

Oxnard School District/CFS Healthy Start Agreement 2024-25

School	Position	Annual Cost	Ī	1.00 FTE		50% CWS Match	50% OSD Cost
McKinna and Lopez	127292 CWSW - YolandaGonzalez	\$176,800	Ī	\$176,800		\$88,400	\$88,400
McKinna and Lopez	117646 OA - Patricia Gonzalez	\$117,891		\$117,891		\$58,946	\$58,946
	Tot	als \$294,691		\$294,691		\$147,345	\$147,345
PSSF (FTE (50% paid by PSSF a	nd 50% split CWS/OSD)	Annual Cost	ĺ	1.00 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez and Ramon 128088	/ 104279 CWSW - Dafne Aguilar/ Leticia Magana	\$162,989	Ī	\$162,989	\$81,495	\$40,747	\$40,747
Cesar Chavez and Ramon	117848 OA - Maricela Lopez	\$122,043		\$122,043	\$61,022	\$30,511	\$30,511
	Tot	als \$285,032		\$285,032	\$142,516	\$71,258	\$71,258
		Annual Cost		1.00 FTE		50% CWS Match	50% OSD Cost
Frank and Rose Avenue	126139 CWSW - Monica Rodriguez	\$154,426	Ī	\$154,426		\$77,213	\$77,213
Frank and Rose Avenue	122747 OA - Elizabeth Romero	\$110,134		\$110,134		\$55,067	\$55,067
	Tot	als \$264,560	[\$264,560		\$132,280	\$132,280
		Annual Cost	[1.00 FTE		50% CWS Match	50% OSD Cost
Kamala	125545 CWSW - Veronica Rodriguez	\$179,421	Ī	\$179,421		\$89,710	\$89,710
Kamala	118368 OA - Luis Hernandez	\$114,093		\$114,093		\$57,047	\$57,047
	Tot	als \$293,514		\$293,514		\$146,757	\$146,757

\$1,137,797

Supplies for Youth

Supplies for School Events

\$4,000 \$2,700

Total Share of Cost OSD

\$504,340

(does not include supervision, equipment, staff supplies, etc.)

Difference from	\$476,172	
FY 2024-25 Contract	\$28,168	

Notes:

1-Project includes schools: McKinna/Frank and Rose Ave/Kamala: funded with costs shared FTE by OSD (50%) and CWS (50%) match funds, Cesar Chavez which has been funded with PSSF funds for 50% of FTE with the other 50% of FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).

2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).

3-Annual cost is based on FY 2024-25 salaries and benefits (S&B) for the assigned staff.

4-FTE assigned calculated based on the available funding provided by OSD (same as for FY 24-25).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	100%
Days Available (paid)	245
Paid days include holidays, sick, vacation,	
training, LOA, etc.	

Contract Term Requested by OSD (July 3, 2025, through June 28, 2026) Jul 20 22 Aug Sept 20 62 Oct 23 Nov 19 18 60 Dec 20 Jan Feb 19 20 59 Mar 22 Apr 22 May 20 64 Jun 245 -245

Less Days Available
Days Over Budget

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-27, Salus Campus Safety Solutions (Fox/Nocero)

Salus Campus Safety Solutions will provide the following services to all campuses within the Oxnard School District: 1) professional development and training, 2) informational student assemblies, and, upon request, 3) school site visits and safety reports. These services will be provided to all 22 district schools, including San Miguel Preschool and James Foster School.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$90,000.00- Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-27 with Salus Campus Safety Solutions.

ADDITIONAL MATERIALS:

Attached: Agreement #25-27, Salus Campus Safety Solutions (4 Pages)

Scope of Work (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 N	Jumber					
Contract Number							
This Services Agreement (the "Agreemen SCHOOL DISTRICT (the "Local Education referred to as "Provider"). District and Provider	t") is made and entered into nal Agency" or District") and er may be referred to herein individual	by and between the OXNARD, (hereinafter lly as a "Party" and collectively as the "Parties."					
Provider	Telephone Nu	mber					
Street Address	E-mail Addres	es es					
City, State, Zip code	Tax Identificat	Tax Identification or Social Security Number					
Services							
Description of Services (if more space is neede	ed, attach pages labeled as ATTACHM	IENT 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.

VCSSFA Rev. 6/20/2023 915

- 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:
 - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
 - 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, whethe 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 persona 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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	



2362 North Oxnard Blvd. Suite 202 Oxnard, CA 93036 info@salussafetvsolutions.org

SCOPE OF WORK

Timeframe

Under the guidance and directive of Oxnard School District's administration, Salus LLC will provide services effective **July 1**, **2025 thru June 30**, **2026**.

Description of Services

Salus will provide 1) professional development and training, 2) student assembly informational sessions, and if requested, 3) school site visits and reporting on school safety for all campuses located within the Oxnard School District. This includes the 22 schools in addition to San Miguel Preschool and James Foster School.

1. Professional Development and Training

Salus will provide district-wide School Safety professional development and training on the following:

- Campus Supervision 101: Creating and Maintaining a Positive School Culture
 - Classified Staff
 - o Certificated Staff
 - o Administration
- Campus Supervision Refresher Mid-year
 - o Classified Staff
- Additional Oxnard School District requested Professional Development and/or Training

2. Student Informational Sessions

Salus will provide district-wide informational sessions for students and parents on the following:

- Site Safety Protocols
- Anti-bullying
- Drug Awareness (Vaping)
- Social Media
- Good Character
- Salus will provide presentations for the 3rd, 4th, and 5th graders
- Customized presentations for identified student populations (i.e. incoming middle school students, 8th grade students to high school, etc.)



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3. School Site Visits and Reporting

As needed, Salus will provide:

- School-Wide Safety Drills and Emergency Procedures
- Site visits with staff and administration to assist with student succession plans, and provide feedback on safety and emergency procedures.
- Bi-annual reports to share site visit feedback during the scope of work to best support school safety for OSD staff members.

Billing Rate

Hourly rate: \$200 Total Cost: \$90,000

Service	Estimate
Professional Development and Training: Campus Supervisor Training / follow-ups. Anti-bullying and character presentations to 3rd, 4th, and 5th grades.	\$40,000
Student Assembly Presentations (6-8 grades) Social Media Pitfalls, Vaping, Character, and Anti- bullying	\$40,000
School Site Visits (site safety and student succession plans, as needed))	\$6,500
Bi-annual Site Reports/Highlight Reports (22 sites)	\$3,500
Total	\$90,000

<u>Invoicing</u>

Salus LLC will invoice monthly. Invoice will include school site, contact, date, time, and meeting length. Please make checks payable to **Salus, LLC.**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-40 – Sunburst Workforce Advisors, LLC (DeGenna/Jefferson)

Sunburst Workforce Advisors, LLC. will provide the Oxnard School District with supplemental Special Education staffing through qualified, credentialed professionals—including, but not limited to, special education instructional aides, speech-language pathologists, and speech-language pathology assistants. These professionals will support staffing needs throughout the academic year. All services will be delivered in compliance with Individualized Education Program (IEP) requirements, relevant federal and state regulations, and District policies. Personnel will be deployed flexibly to address vacancies, provide temporary coverage, or respond to growing caseloads based on evolving student needs.

Terms of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$5,000,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Superintendent, that the Board of Trustees approve Agreement #25-40 with Sunburst Workforce Advisors, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-40, Sunburst Workforce Advisors, LLC (15 Pages)

Scope of Work (4 Pages)



SERVICES AGREEMENT

Requisi	tion Number	Purchase Order Number	
Contrac	et Number		
This S	ervices Agreement (the "Agreement") is made	e and entered into this day of	, 20
by and	between Oxnard School District (hereinafter	referred to as "District") and	
(herein	nafter referred to as "Provider.")		
PR	ROVIDER.		
	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 is attached hereto and incorporated herein by		f Work" which
В.	Provider has the necessary qualifications by rand is agreeable to performing and providing as set forth below in this Agreement.	reason of training, experience, preparation and such Services, upon and subject to the terms	

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.

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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	PERFORM	ANCE.	The	term	of	this	Agreemen	ıt shall	comi	mence	on
			0, ar	nd termir	nate on			, 20	·	All	work	and
	services	contracted	for	under	t]	he	terr	ms of	this		Agree	ment
	shall be unde	ertaken and com	pleted in s	uch sequ	ience as	s to a	ssure tl	heir full cor	npletion ii	n accor	rdance	with
	the terms and	d conditions set	forth in th	is Agree	ment.							

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 subconsultants 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.

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

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

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

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

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

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

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Contract Number	

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

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

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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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

- c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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Contract Number	

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 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.

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	OXNARD SCHOOL DISTRICT District	Provider
By:	Signature	Signature
	Name	Name
ву:		

below, Provider certifies that it has not altered any provision of the body of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing

Title

___ Page 11 of 15

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK COUEDING.	
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/Time Sheets to be submitted monthly to khenry@oxnardsd.org and accountspayable@oxnardsd.org. Terms are Net 30.

ADDITIONAL COSTS OF EXPENSES:

N/A

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EXHIBIT C REQUIRED CERTIFICATIONS

Serv	ices A	greement Dated:	, 20 <u>2</u> 5	
Prov	ider: _			
Depa Dista	ider an artmen	nd its subconsultant's and the tof Justice (CDOJ) if they ployee in connection with the	neir employees, agents and may interact with any studie e Services. Provider certif	ducation Code Section 45125.1) representatives (each, a "Provider Party") are required to submit fingerprints to the California dent outside of the immediate supervision and control of the student's parent or guardian or a fies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing a requirements of Education Code section 45125.1, as follows (Provider to check one box):
	th en fin Pa Pe	rough an educational app on apployee OR (b) who was id agerprints to the CDOJ and arty. Provider will not allow and Code \$1192(c) to provider	r cloud-based system) outsettified by District as a per that Provider has received any person who has been ide any Service. Provider w	might access a District facility and/or interact with a District pupil in any manner (including side of the immediate supervision and control of the student's parent or guardian or a District son requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted from the CDOJ a valid criminal records summary as described in §44237 for said Provider convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in vill not allow any such Provider Party to perform any Service until Provider ascertains that the rith Education Code § 45125.1 is on file with Provider.
		the fingerprinting requiremental than the fingerprinting requiremental than the fine fine fine fine fine fine fine fin	ents do not apply because	the Services are being provided on an emergency or exceptional situation as contemplated
	be		ervices or Services concern	Provider Parties will have no opportunity to interact with a District students in any manner ting student records will be provided; and/or (ii) the Services will be provided at a school site on etc.).
infor	mation ediatel	above concerning complia	once with Education Code OOJ report is changed or u	I am an authorized representative of Provider qualified to provide this Certification; (ii) the Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will plated with respect to Provider Party. Documents provided by the CDOJ will be retained by tive(s) upon request.
			Name/ T	Title of Authorized Representative
			Signatur	re/ Date
II.				n Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , pard of Trustees as follows (Provider to check the applicable statement below):
		Provider Parties, any subcor his Agreement, have <i>only l</i> .		re employees, representatives or agents will, in connection with the provision of Services under any District student(s).
	h a	nas for each such Provider I n physician/surgeon, obtaine	Party: (A) obtained and filed and filed copies of their	of Services, have more than limited contact with District students. Therefore, the Provider and proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by TB examination(s), all in compliance with the provisions of Education Code § 49406. For Parties and will provide a copy to District upon request.
info	mation	above concerning complia	ance with Education Code	n an authorized representative of Provider qualified to provide this Certification, that the § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all requirements before having more than limited contact with District students.
			Name/ T	Title of Authorized Representative
			Signatur	re/ Date
Con	tract	Number	Pag	e 14 of 15

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:

STATEMENT OF WORK FOR Oxnard Elementary School District

a. **Term.** The term of this Statement of Work ("SOW") is concurrent with the Services Agreement (the "Agreement") Between Oxnard Elementary School District ("Client") and Sunburst Workforce Advisors ("SWA") and will terminate when the Agreement terminates.

1. SERVICES

- a. Scope of Services. Client desires to utilize the managed service provider services of SWA to centralize and consolidate the management services of its temporary school based professionals ("Contract Workers"). All providers of temporary staffing services ("Staffing Suppliers") inquiring to provide healthcare-related school based staffing services ("Staffing Services") to Client will be overseen by SWA during the Agreement term. Client will notify incumbent Staffing Suppliers that were awarded contracts to work with SWA to obtain necessary information and documentation from SWA.
- b. MSP Services. SWA agrees to act as Client's purchasing agent. As Client's purchasing agent, SWA will enter into Staffing Supplier Agreements with Staffing Suppliers to engage such Staffing Suppliers to provide Contract Workers who will perform Staffing Services for the benefit of Client. The MSP Services provided by SWA to Client will generally consist of:
 - (a) Administering and providing program management services regarding the Client's use of Staffing Suppliers and the Contract Workers they supply, including providing a webbased technology system ("System") to automate the process by which such Contract Workers are requisitioned from Staffing Suppliers.
 - (b) Consolidating the charges for the services provided by the Staffing Suppliers in one consolidated invoice submitted by SWA to Client.
 - (c) Disbursing payment to the Staffing Suppliers of amounts received from Client with respect to each such consolidated invoice.
- c. **Operational Management of the MSP Services.** SWA or the Client shall provide the following services related to executing requests for Contract Workers:
 - (a) Client shall create and approve a job posting in the System for potential Contract Worker(s), which shall include applicable bill rate information and onboarding/credentialing requirements;
 - (b) Upon completion of intake, SWA shall release the job posting via the System to the Staffing Suppliers subject to any distribution rules defined by the Client;
 - (c) SWA shall periodically analyze and review the distribution rules based upon Staffing Supplier performance. If merited, SWA will modify the distribution rules;
 - (d) Via the System, SWA shall forward to the Client selected short-listed candidates submitted by Staffing Suppliers that meet the job posting requirements;
 - (e) Client to interview short listed candidates;
 - (f) Once the Client approves a candidate, SWA will notify the Staffing Supplier of the start date of the applicable Contract Worker; and
 - (g) SWA and Client may establish and agree upon procedures to address

Candidate referrals that will not be subject to the competitive sourcing process.

- (h) Client shall be responsible for the direction and supervision of the Contract Workers
- d. **Staffing Services.** SWA agrees to act as Client's purchasing agent. As Client's purchasing agent, SWA will enter into Staffing Supplier Agreements with Staffing Suppliers to engage such Staffing Suppliers to provide Contract Workers who will perform Staffing Services for the benefit of Client.
- e. **Staffing Supplier Agreements.** Each executed Staffing Supplier Agreement shall contain any provision specifically required by the Client, provided that Client communicates such requirements in writing to SWA. Each Staffing Supplier Agreement will acknowledge that the services being provided thereunder by the Staffing Supplier are for the benefit of Client and that SWA is entering into such Staffing Supplier Agreement as Purchasing Agent for Client.
- f. **Staffing Supplier Requirements for Onboarding Contract Workers.** Client shall establish and maintain onboarding/credentialing requirements in the System.
- g. **SWA Responsibilities for Onboarding Contract Workers.** SWA shall perform the following tasks prior to a Contract Worker performing services for Client:
 - (a) Coordinate with the Client and Staffing Supplier representative to establish the start date of the applicable Contract Worker;
 - (b) Verify in the System that each Staffing Supplier has uploaded all required Client onboarding documentation prior to a Contract Worker performing services for Client.
 - (c) Maintain accurate and complete statuses of Contract Workers.
- h. **Contract Worker Assignment, Termination, and Removal.** SWA shall ensure that each Staffing Supplier and/or Hiring Manager perform the following tasks related to the end of any of its Contract Workers' assignments with the Client (whether due to termination or the completion of the applicable assignment):
 - (a) Validate that all electronic time cards are completed and submitted for all time worked within fifteen (15) Business Days of the assignment termination or completion date;
 - (b) If a Contract Workers engagement is terminated prior to the completion of the assignment, Hiring Manager shall notify SWA. A notification will be sent to the applicable Staffing Supplier for their Contract Workers assignment termination date in accordance with Client instructions; and
 - (c) Request that the Staffing Supplier return all Client property to Client for each terminated Contract Worker.
- i. **Staffing Supplier Management Services.** SWA's management of the Staffing Suppliers may include the following tasks:
 - (a) Request the Staffing Supplier to train all of its respective Contract Workers on proper use of System, including, but not limited to, time entry; and
 - (b) Recommend to the Client any Staffing Supplier whose actions or behaviors may require the Client to suspend or remove an approved Staffing Supplier from the approved list of Staffing Suppliers

2. INVOICING AND PAYMENT

- a. Consolidated Invoices. SWA will issue Client Consolidated Invoices in arrears on a monthly basis. Uncontested Consolidated Invoices are payable by Client via electronic transfer within thirty (30) days of receipt. At no direct cost to the Client, SWA will charge each Staffing Supplier an administrative fee not to exceed 5% for MSP Services. Upon receipt of payment from Client with respect to a Consolidated Invoice, SWA will retain the portion of the payment that relates to its MSP Services. SWA will then will forward to the Staffing Suppliers the amounts it receives from Client with respect to their completed Staffing Services. Client acknowledges that the Staffing Services fee percentage of the bill rate represents the portion of the bill rate relating Supplier. The MSP Fee percentage of the bill rate represents the portion of the bill rate relating to the MSP Services provided by SWA.
- b. Taxes. Bill Rates do not include any applicable Transaction Taxes. Client is responsible for all Transaction Taxes and shall pay or reimburse SWA for Transaction Taxes as a result of, relating to, or in connection with this MSA (including with respect to Transaction Taxes required to be forwarded by SWA to Staffing Suppliers in connection with their provision of Staffing Services). If Client provides SWA with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by SWA, SWA will not collect Transaction Taxes if the tax exemption certificate is valid.
- c. Rates. Charges will be based on a Client approved hourly bill rate at the time an Order is posted via the System. Bill rates are subject to change at time of Order posting based on Client Approval. Client and SWA reserve the right to add additional Modalities if needed and agreed upon. All Orders will be submitted through the System
- d. **Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.
- e. **Conversion Fees.** A Conversion Fee, determined in accordance with the following Table, is payable by Client if Client hires a Contract Worker:

Fee	Fee	Fee	Fee 1201 or greater Hours of Service (Based on annual starting base salary)
0 – 700 Hours of	701 – 900 Hours	901 – 1200	
Service (Based	of Service (Based	Hours of Service	
on annual	on annual	(Based on annual	
starting base	starting base	starting base	
salary)	salary)	salary)	
20%	15%	10%	No Fee

3. SYSTEM

a. **General**. The System and all related Intellectual Property is owned by the System Administrator (or a licensor of the System Administrator). The System Administrator has licensed the System to SWA to allow SWA to provide the MSP Services to Client. Client's utilization of the System in connection with this Agreement shall not be interpreted to convey any right, title, interest or license to, or entitlement to continued possession or use of the System by Client. Client's use of the System shall be strictly limited by the terms of the end

- user license agreement entered between Client and System Administrator, and Client agrees to comply with such terms in all respects.
- b. **Aggregate Statistical Usage.** Client acknowledges and agrees that SWA will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that SWA shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Client's data aggregated so as to be non-specific to Client or including any personally identifiable information of an individual.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-48 – Epic Special Education Staffing (DeGenna/Jefferson)

Epic Special Education Staffing will provide supplemental staffing support for the Special Education Department. This support will be provided on an as-needed basis and will include services from Occupational Therapists and Speech-Language Pathology Assistants (SLPAs).

Epic Special Education Staffing will assume full responsibility for compensating their service providers, as well as covering all required insurance, including workers' compensation and general liability. This ensures that all personnel supplied by Epic are fully covered during the course of their assignments.

Oxnard School District will provide orientation, training, facilities, and ongoing support to the service providers to ensure they are well integrated and effective within the school environment. This collaboration aims to enhance the district's capacity to meet the diverse needs of its special education students.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$600,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and Superintendent, that the Board of Trustees approve Agreement #25-48 with Epic Special Education Staffing.

ADDITIONAL MATERIALS:

Attached: Agreement #25-48, Epic Special Education Staffing (15 Pages)

Statement of Work (2 Pages)



SERVICES AGREEMENT

Requisitio	n Number	Purchase Order Number	
Contract N	Number		
This Ser	vices Agreement (the "Agreement") is made a	nd entered into this day of	, 20
by and b	etween Oxnard School District (hereinafter ref	ferred to as "District") and	,
(hereinat	fter referred to as "Provider.")		
PRO	OVIDER.		
P	Provider	Telephone Number	
S	Street Address	Fax Number	
C	City, State, Zip code	E-mail Address	
T	Sax Identification or Social Security Number	License Number (if applicable)	
	District desires to engage Provider services as n s attached hereto and incorporated herein by the	•	Work" which
a	Provider has the necessary qualifications by read and is agreeable to performing and providing subsect 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.

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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	PERFORM	ANCE.	The	term	of	this	Agreement	shall	con	nmence	on
			20, ar	nd termin	nate on			, 20	•	All	work	and
	services	contracted	for	under	tl	ne	teri	ms of	this		Agree	ment
	shall be unde	ertaken and com	pleted in s	uch sequ	ience as	s to a	ssure tl	heir full com	pletion in	acco	ordance	with
	the terms and	d conditions set	forth in th	is Agree	ment.							

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 subconsultants 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.

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

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

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

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

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

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

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

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

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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

- c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
☐ Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
☐ Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
☐ Cyber Liability	\$ 5,000,000.00	
☐ Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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

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- 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. <u>Failure to Procure Insurance</u>. 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."

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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 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.

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	OXNARD SCHOOL DISTRICT District	Provider
By:	Signature	Signature
	Name	Name

below, Provider certifies that it has not altered any provision of the body of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing

Title

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Title

STATEMENT OF WORK

DESCRIPTION OF WORK:	
WORK COUEDING.	
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/Time Sheets to be submitted monthly to djefferson@oxnardsd.org, khenry@oxnardsd.org and accountspayable@oxnardsd.org. Terms are Net 30.

ADDITIONAL COSTS OF EXPENSES:

N/A

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EXHIBIT C REQUIRED CERTIFICATIONS

Services Agreement Dated:, 2025	;
Provider:	
Department of Justice (CDOJ) if they may interact wi District employee in connection with the Services. Prov	cation (Education Code Section 45125.1) agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California th any student outside of the immediate supervision and control of the student's parent or guardian or a vider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing ce with the requirements of Education Code section 45125.1, as follows (Provider to check one box):
through an educational app or cloud-based sy employee OR (b) who was identified by Distr fingerprints to the CDOJ and that Provider h Party. Provider will not allow any person who Penal Code §1192(c) to provide any Service.	who: (a) might access a District facility and/or interact with a District pupil in any manner (including ostem) outside of the immediate supervision and control of the student's parent or guardian or a District ict as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted as received from the CDOJ a valid criminal records summary as described in §44237 for said Provider has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the ompliant with Education Code § 45125.1 is on file with Provider.
☐ The fingerprinting requirements do not app under section § 45125.1(b).	ly because the Services are being provided on an emergency or exceptional situation as contemplated
	because Provider Parties will have no opportunity to interact with a District students in any manner es concerning student records will be provided; and/or (ii) the Services will be provided at a school site construction etc.).
information above concerning compliance with Educa-	y, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the tion Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will anged or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by representative(s) upon request.
	Name/ Title of Authorized Representative
	Signature/ Date
	(Education Code Section 49406). With respect to Education Code § 49406, I do hereby <i>certify</i> , ent and Board of Trustees as follows (Provider to check the applicable statement below):
☐ Provider Parties, any subconsultants, and an this Agreement, have <i>only limited or no con</i>	y respective employees, representatives or agents will, in connection with the provision of Services under tatact with any District student(s).
has for each such Provider Party: (A) obtain a physician/surgeon, obtained and filed copi	e provision of Services, have more than limited contact with District students. Therefore, the Provider ed and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by es of their TB examination(s), all in compliance with the provisions of Education Code § 49406. ach Provider Parties and will provide a copy to District upon request.
information above concerning compliance with Education	that I am an authorized representative of Provider qualified to provide this Certification, that the tion Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all clearance requirements before having more than limited contact with District students.
	Name/ Title of Authorized Representative
	Signature/ Date
Contract Number	Page 14 of 15

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.



Statement of Services:

ESES provides a variety of contract services to School Districts, both in-person and virtually including: Speech Language Pathologists, Speech Language Pathology Assistants, Occupational Therapists, Physical Therapist, Therapy Assistants, School Psychologists, Nurses, Behavior Interventionists, BIID, Para Educators, Sign Language Interpreters, Counseling Services and other related services.

ESES will collaborate with eligible clinicians to provide support for School Districts and/or County Offices of Education to ensure optimal treatment options and services are provided for students identified to receive services. The job description for each staff differs but at the core, these professionals identify, diagnose, support, assist and treat students with learning disabilities, mental disorders, behavioral, cognitive, or emotional challenges, physical restrictions, or ailments. Many duties surround meeting the needs and safety standards for the students as well as the school. The Staff (contingent on their scope of practice and licensures) will provide assessments, attend IEP meetings, and manage scheduling of therapy sessions. ESES works closely with a district to ensure seamless delivery of services as well as appropriate management of district technology and proper documentation.

- Our Speech Language Pathologists and Speech Language Pathology Assistants offer services
 within their scope of practice which may include but not limited to, conducting assessments, IEPs,
 servicing children with deficiencies in articulation, fluency, voice, expressive and receptive
 language, and more.
- ESES School Psychologists, Counselors, Board Certified Behavior Analyst's (BCBA), Behavioral Interventionist/Specialists (BI, BS) and Behavior Intervention Implementation (BII) is to provide services and support to children with mental health problems including students with learning disabilities, mental disorders and other behavioral, cognitive, or emotional problems. Contingent on the level of the role, education and licensure, the staff will plan, develop, and monitor a variety of behavioral support to meet the diagnosed needs. They will address communication, behavior, feeding, ADLs, and social skills, to help treatment and overall progression of the child.
- Sign Language Interpreters (SLI) also referred to as American Sign Language Pathologist (ASL) and or Deaf and Hard of Hearing Specialist (DHH) provide communication access to students who are deaf and hard of hearing by ethically and accurately representing the classroom instruction, dialogue, and relevant sound information in the mode of communication used by the student. Following the ethical codes outlined in the National Association of the Deaf-Registry Interpreters for the Deaf (NAD-RID) Code of Professional Conduct, the staff may use and or support the student with operating various assistive devices for the deaf and hard of hearing.
- ESES Occupational Therapists and Occupational Therapy Assistants service those that seek to improve their quality of life by helping them compensate for limitations such as mental, physical, emotional, or developmental.

• ESES employs both Licensed Vocational Nurses (LVN) and Registered Nurses (RN), providing both one-to-one services, and/or in a role supporting one or multiple school sites within a district. They work closely with the Special Education Department.

It is our intention that the provider is a fully integrated member of the district Special Education team. ESES provides program monitoring and compliance management to the individual staff we provide. We adhere to FERPA requirements and standards including but not limited to, the information on the status of cases.

Our management team provides counsel, support, and supervision to our staff. Our management teams are in contact with ESES staff and school administration at minimum of once a month ensuring progress, reviewing those items that are past due or coming due and counselling therapists appropriately, providing mentorship where necessary to ensure that all items are completed within the identified time frame, providing corrective action if required, and maintaining all compliance standards/requirements.

We provide extensive ongoing training/continuing education not only to our employees, but also to school-district employees as requested in the areas of Remote Learning and Tele-Therapy to ensure that everyone has the tools needed to effectively engage with the student to achieve exceptional results that meet school district, state and federal parameters. ESES has a Clinical Manager of Remote Learning and Tele-Therapy who provides an additional layer of support in the provision of tools, training, resources, and research in the areas of remote learning to all our teams.

All of our staff have a manager who is responsible for interface with the school district and ensuring high quality delivery of services to students. Our staff and management team work closely with the district coordinator on scheduling, ensuring access and availability to technology and equipment, ensuring completion of all documentation and related materials for IEP meetings. As needed, we maintain the ability to provide the school districts with a weekly service log of student sessions and related activities.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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:

• February 19, 2025 Regular Board 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 February 19, 2025 Regular Board Meeting (10 pages)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President Brian Melanephy, Clerk Monica Madrigal Lopez, Member Rose Gonzales, Member Cynthia Salas, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Superintendent

Vacant

Assistant Superintendent, Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent, Educational Services

Scott Carroll, Ed.D.

Assistant Superintendent, Human Resources

MINUTES REGULAR BOARD MEETING Wednesday, February 19, 2025

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

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 Veronica Robles-Solis, Brian Melanephy, Cynthia Salas, Rose Gonzales, and Monica Madrigal Lopez. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Ruben Rosales Casanova, Kindergarten student in Mrs. Knaapen's & Mrs. Armendariz's class at Chavez School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Jazlene Aaliyah Montoya, Kindergarten student in Mrs. Knaapen's & Mrs. Armendariz's class at Chavez School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Chavez School

Bartha Anguiano, Principal, Chavez School, provided a presentation about Chavez.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following changes:

- Item C.3 Enrollment Report (Núñez) item moved from Consent to Action at the Board's request.
- Item C.4 <u>Purchase Order/Draft Payment Report #24-07 (Núñez/Reyes)</u> *item moved from Consent to Action at the Board's request.*
- Item C.5 <u>Approval of Agreement #24-195 Island Packers (Fox/Mares)</u> *item moved from Consent to Action at the Board's request.*
- Item C.7 <u>Approval of Agreement #24-197 Island Packers (Fox/Blevins)</u> *item moved from Consent to Action at the Board's request.*

Motion #25-00 Adoption of Agenda as Amended

Mover: Cynthia Salas Seconder: Rose Gonzales Moved To: Adopt as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

A.6. Study Session - Report on Oxnard School District 2024-2025 Mid-Year Annual Update to the Local Control Accountability Plan (LCAP) and Local Control Funding Formula Budget Overview for Parents (BOP) (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, provided a report on the Oxnard School District 2024-2025 Mid-Year Annual Update to the Local Control Accountability Plan (LCAP) and Local Control Funding Formula Budget Overview for Parents (BOP), as required under Education code 52062 (a) (6).

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 6:35 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 S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 YV v. Oxnard SD, Case #GHC0058142
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- 2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources,

and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-

Administrators, Classified Management, Confidential

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

Request for Admission of Expelled Student under Code 48915.1 (Education Code 35146 and 48912)

- Case No. 24-03 (Action Item)
- 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Resolution #24-10 of Non-Reelection of Probationary and Release of Temporary

Certificated Employees

A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:10 p.m. President Robles-Solis reported that the Board would be going back into Closed Session at the end of the meeting.

A.10. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

• Jacqueline De Arcos, Assistant Principal, Ramona, Rose Avenue, and Sierra Linda

A.11. Adoption and Presentation of Resolution # 24-11 for National School Counseling Week, February 3-7, 2025 (Fox/Nocero)

The Board of Trustees adopted Resolution #24-11 in recognition of February 3-7, 2025, as National School Counseling Week.

Motion #25-01 Adoption of Resolution #24-11 in Recognition of February 3-7, 2025 as

National School Counseling Week Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

A.12. Adoption and Presentation of Resolution #24-12 "LOVE THE BUS MONTH" February 2025 (Hubbard/Galván)

The Board of Trustees adopted Resolution #24-12 in recognition of February 2025 as "LOVE THE BUS MONTH".

Motion #25-02 Adoption of Resolution #24-12 in Recognition of February 2025 as "LOVE THE BUS MONTH"

Mover: Cynthia Salas

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

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)

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #25-03 Approval of Consent Agenda as Amended

Mover: Brian Melanephy Seconder: Cynthia Salas

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia

Salas

Motion Result: Passed

C.1. Establishment of Position (Caroll/Fuentes)

As presented.

C.2. Personnel Actions (Carroll/Fuentes)

As presented.

C.3. Enrollment Report (Núñez)

Item moved to Action Item D.3 at Adoption of Agenda.

C.4. Purchase Order/Draft Payment Report #24-07 (Núñez/Reyes)

Item moved to Action Item D.4 at Adoption of Agenda.

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Agreement #24-195 – Island Packers (Fox/Mares)

Item moved to Action Item D.5 at Adoption of Agenda.

C.6. Approval of Agreement #24-196 – California State University, Northridge (Carroll)

To offer supervised internship opportunities for university students enrolled in a credentialing program, February 20, 2025 through February 19, 2028, at no cost to Oxnard School District.

C.7. Approval of Agreement #24-197 – Island Packers (Fox/Blevins)

Item moved to Action Item D.6 at Adoption of Agenda.

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

Section D: ACTION ITEMS

D.1. Approval of the 2024-2025 Comprehensive School Safety Plans - 21 Sites (Fox/Nocero) Dr.

Aracely Fox, Assistant Superintendent, Educational Services, and Dr. Jodi Nocero, Director, Pupil Services, recommended the Board's approval of the 2024-2025 Comprehensive School Safety Plans for all 21 elementary and middle schools.

Motion #25-04 Approval of the 2024-2025 Comprehensive School Safety Plans - 21 Sites

Mover: Brian Melanephy Seconder: Cynthia Salas Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

D.2. Approval of Overnight Field Trip and Agreement #24-185 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (Fox/Kemp)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of the Overnight Field Trip and Agreement #24-185 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, March 25-28, 2025, in the amount not to exceed \$35,320.00, to be paid out of Donation Funds.

Motion #25-05 Approval of Overnight Field Trip and Agreement #24-185 - United Boys & Girls Clubs of Santa Barbara County - Camp Whittier - Soria School

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose

Gonzales, Cynthia Salas Motion Result: Passed

D.3. Enrollment Report (Núñez)

District enrollment as of January 31, 2025 was 12,998. This is 494 less than the same time last year.

Motion #25-06 Approval of Enrollment Report

Mover: Cynthia Salas

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

February 19, 2025

Seconder: Rose Gonzales Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

D.4. Purchase Order/Draft Payment Report #24-07 (Núñez/Reyes)

Patty Núñez, Director of Fiscal Services, recommended the Board's approval of Purchase Order/Draft Payment Report #24-07, as submitted.

Motion #25-07 Approval of Purchase Order/Draft Payment Report #24-07

Mover: Brian Melanephy Seconder: Cynthia Salas Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

D.5. Approval of Agreement #24-195 – Island Packers (Fox/Mares)

To provide 4th grade students at Sierra Linda School with an educational experience to Santa Cruz Island, March 18, 2025, in the amount of \$4,160.00, to be paid from the National Park Trust Grant Program.

Motion #25-08 Approval of Agreement #24-195 - Island Packers

Mover: Cynthia Salas Seconder: Rose Gonzales Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

D.6. Approval of Agreement #24-197 – Island Packers (Fox/Blevins)

To provide Kamala School 8th grade students with an educational experience that connects with their science standards with particular emphasis on evolutionary biology, March 28, 2025, in the amount of \$1,612.00, to be paid out of Terra Marine Research Grant Funds.

Motion #25-09 Approval of Agreement #24-197 - Island Packers

Mover: Cynthia Salas Seconder: Rose Gonzales Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna

- Noah Magaña at McAuliffe -Artwork
- OSD Student Profile
- RISE Task Force

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

Monica Madrigal Lopez

- Thank you to everyone for presenting today
- Acknowledged counselors and transportation staff, Ms. Galvan and her leadership thank you for the work

Cynthia Salas

- Acknowledged counselors and transportation staff, Ms. Galvan and her leadership thank you for the work
- Thank you to Dr. DeGenna for implementation of RISE Task Force and making that space for families
- Upcoming Equity Conference at VCOE
- CA College Guidance Initiative Session for Parents on March 27th and for counselors on April 25th
- Enjoyed attending Spelling Bee last week

Brian Melanephy

- Love the Bus
- Chavez Kindergartners stole the show
- Looking forward to attending Orenda event in San Diego next week
- We are in challenging times stay true to what you believe in and stay strong

Rose Gonzales

- Thank you to Chavez school for presentation
- Thank you to counselors
- Thank you to Transportation family
- Enjoyed attending parent community meetings via Zoom
- Attended Spelling Bee at Driffill thank you to the staff that organized it and congratulations to the students that won
- Attended Chavez presentation "How to Stay Emotionally Safe in Challenging Times" via Zoom
- OSD was mentioned at a meeting she attended for our resources listed on the "Community" tab
- AKA Speech Expo this weekend

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

Veronica Robles-Solis

- Congratulations and thank you to counselors for all they do
- Thank you to bus drivers
- Enjoyed attending Kindness Dance at Brekke last week thank you to PTA's for putting these events on

Reconvene to Closed Session

The Board reconvened to Closed Session at 9:08 p.m.

Reconvene to Open Session

The Board reconvened to Open Session at 9:47 p.m.

Report Out of Closed Session

President Robles-Solis reported on the following actions taken in Closed Session:

Motion #25-10 Denial of Request to Admit Expelled Student - Case #24-03

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

Motion #25-11 Approval of Resolution #24-10 - Non-Reelection of Probationary and Release of

Temporary Certificated Employees

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:34 p.m.

Motion to adjourn

Mover: Cynthia Salas

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,

Cynthia Salas

Motion Result: Passed

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

District Superintendent and Secretary to the Board of Trustees By our signature below, given on this 21st day of May, 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of February 19, 2025, 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

Ana DeGenna, Ed.D.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption: 4111/4211/4311 BP (Revision): Recruitment and Selection

(Carroll)

The proposed policies are introduced to align with recent legislative changes, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt BP 4111/4211/4311: Recruitment and Selection, as presented.

ADDITIONAL MATERIALS:

Attached: BP 4111 4211 4311 Recruitment and Selection (six pages)

Status: ADOPTED

Policy 4111/4211/4311: Recruitment And Selection

Original Adopted Date: 11/02/2011 | Last Revised Date: 05/21/2025 | Last Reviewed Date: 05/21/2025

The Oxnard School District has accepted this flexibility and thus Board of Trustees is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

The Board of Trustees desires committed to employ the most highly employing suitable, qualified and appropriate person available for each open position in order individuals to improve student achievement and efficiency in district operations.

effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall recruit candidates for open positions based on an assessment of the district's needs for specific skills, knowledge and abilities. He/she shall develop job descriptions that accurately describe all essential and marginal functions and duties of each position, and shall equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

The Superintendent or designee shall

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

<u>The Superintendent shall</u> develop <u>selection</u> and <u>maintain appropriate hiring</u> procedures <u>thatto</u> identify the best possible <u>candidate for each position based on screening processes, interviews, observations and recommendations from previous employers. He/she may establish <u>candidates for a position</u>. In <u>doing so,</u> an interview committee, <u>as appropriate, may be established</u> to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.</u>

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. <u>All discussions and recommendations shall be confidential and consistent with law.</u>

No inquiry shall be made with regard to any category of discrimination about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law-

, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Boardboard to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

Ed. Code 200-262.4 Prohibition of discrimination Ed. Code 35035 Powers and duties of the superintendent; transfer authority Ed. Code 44066 Limitations on certification requirements Ed. Code 44259 Teaching credential, exception; designated subjects; minimum requirements Ed. Code 44750 Teacher recruitment resource center Ed. Code 44830-44831 Employment of certificated persons Ed. Code 44858 Age or marital status in certificated positions Ed. Code 44859 Prohibition against certain rules and regulations regarding residency Ed. Code 45103-45139 Employment; classified employees Ed. Code 49406 Examination for tuberculosis Gov. Code 12900-12996 Fair Employment and Housing Act Gov. Code 7920.000-7930.215 California Public Records Act Gov. Code 815.2 Liability of public entities and public employees H&S Code 53570-53574 Teacher Housing Act of 2016 Lab. Code 432.3 Salary information Federal **Description** 20 USC 1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex 28 CFR 35.101-35.190 Americans with Disabilities Act 34 CFR 106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities 42 USC 12101-12213 Americans with Disabilities Act 42 USC 2000d-2000d-7 Title VI, Civil Rights Act of 1964 42 USC 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended 5 USC 552 Freedom of Information Act 8 USC 1324a Unlawful employment of aliens 8 USC 1324b Unfair immigration related employment practices **Management Resources Description**

CA Commission on Teacher Strategic Plan: Ensuring Educator Excellence, 2023 **Credentialing Publication** California County Superintendents Teacher Recruitment in California: An Analysis of Publication Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017 California Department of Education How to Increase the Diversity of California's Educator Publication Workforce, April 2022 Court Decision C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1 Ctr for Cities + Schools, cityLAB & Education Workforce Housing in California: Developing Terner Ctr Pub the 21st Century Campus, 2021 Ctr for Cities + Schools, cityLAB & Education Workforce Housing in California: The Terner Ctr Pub Handbook Website University of California Los Angeles, cityLAB Website University of California Berkeley, Terner Center for **Housing Innovation** Website University of California Berkeley, Center for Cities + <u>Schools</u> Website CSBA District and County Office of Education Legal Services Website **Commission on Teacher Credentialing** Website **Education Job Opportunities Information Network** Website Teach USA Website California County Superintendents Website California Civil Rights Department Website U.S. Department of Education

5.5. Department of Education

Website U.S. Equal Employment Opportunity Commission

Website <u>California Department of Education</u>

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities

2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4212.61	Employment References
4212.8	Employment Of Relatives
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel

4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4312.61	Employment References
4312.8	Employment Of Relatives
4317.14	Postretirement Employment
4331	Staff Development
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6171	Title I Programs
6171	Title I Programs
9000	Role Of The Board

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – 4151/4251/4351 BP (Revisions): Employee Compensation

(Carroll)

The policies have been updated to align with recent changes in laws, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the attached policies, as presented.

ADDITIONAL MATERIALS:

Attached: BP 4151_4251_4351 Employee Compensation (5 pages)

Board Policy ManualOxnard School District

Status: ADOPTED

Policy 4151/4251/4351: Employee Compensation

Original Adopted Date: 11/02/2011 | Last Revised Date: 11/02/2011 | Last Reviewed Date: 05/21/2025

In order to recruit and retain employees committed to the district's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative employees personnel that comply with law and negotiated agreements applicable collective bargaining agreements. (Education Code 45022, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws and bargaining agreements, including, but no limited to, timelines regarding payment of compensation and deductions of dues for employee organizations.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid monthly and in 12 equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600, 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to

withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

26 CFR 1.409A-1

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State 8 CCR 11040	Description Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 42238.016	Salary and Benefit Schedule for the Bargaining Units (Form J–90
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries for certificated employees
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549.3	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Lab. Code 510	Overtime Compensation
Federal	Description

Definitions and covered plans

26 USC 409A Deferred compensation plans

29 CFR 516.4 Notice of minimum wage and overtime provisions

29 CFR 516.5-516.6 Records

29 CFR 541.0-541.710 <u>Exemptions for executive, administrative, and</u>

professional employees

29 CFR 553.1-553.51 Fair Labor Standards Act; applicability to public agencies

29 USC 201-219 Fair Labor Standards Act

29 USC 203 <u>Definitions</u>

29 USC 207 Fair Labor Standards Act

29 USC 213 Exemptions from minimum wage and overtime

requirements

Management Resources Description

Court Decision Johnson v. Arvin-Edison Water Storage District (2009)

174 Cal.App.4th 729

Court Decision Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d

890

Website CSBA District and County Office of Education Legal

<u>Services</u>

Website U.S. Department of Labor, Wage and Hour Division

Website Internal Revenue Service

Website <u>School Services of California, Inc.</u>

Website <u>California Department of Education</u>

Website <u>CSBA</u>

Cross References

Code	Description
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records

4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
6115	Ceremonies And Observances
6115	Ceremonies And Observances

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – 4158/4258/4358 BP & AR (Revisions): Employee Security

(Carroll)

The policies and regulations have been updated to align with recent changes in laws, as recommended by the California School Boards Association (CSBA). Updates include adding new language, identified in red underline, and removing outdated language, indicated in red strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt and approve the attached policies and regulations, as presented.

ADDITIONAL MATERIALS:

Attached: BP_4158_4258_4358_Employee Security Revision (6 pages)

AR 4158 4258 4358 Employee Security Revision (10 pages)

Status: ADOPTED

Policy 4158/4258/4358: Employee Security

Original Adopted Date: 11/02/2011 | Last Revised Date: 11/02/2011 | Last Reviewed Date: 05/21/2025

The Board of Trustees desires to provide a safe, <u>and</u> orderly <u>workingwork</u> environment for all employees. As part of the district's comprehensive <u>school</u> safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for <u>assisting them in the event of an emergency situation</u>.

The providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

When Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence-is, or any threat of violence has been directed against an employee by any individual and in the employee so notifies workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall take steps to ensure that appropriate initiate legal and security measures are instituted. When to protect the employee notifies and others in the Superintendent or designee of a threat of bodily harm, the district shall take appropriate workplace. Such measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in may include seeking a temporary restraining order to protect themselves and students. Staff development (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement in the event of a threat of violence or medical emergency. The district shall provide such communications devices in classrooms to the extent possible.

and others when emergencies occur.

Use of Pepper Spray

Employees mayshall not carry or possess pepper spray on school property or at school activities. On a case-, except when authorized by-case basis, however, the Superintendent or designee for self-defense purposes. When allowed, an employee may allow the possession of a only possess pepper spray weapon that meets the requirements of n accordance with Board policy, administrative regulation, and Penal Code 12403.7 when justified by unusual dangerous circumstances. 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

The Board requires school employees to

Employees shall take immediate action upon being made aware that any person is in possession of an a weapon or unauthorized injurious object on school groundsdistrict property or at a school-district related or school-sponsored activity. The employee Employees shall use his/her ownexercise their best judgment as to the dangerousness of the situation and, based upon this analysis, shall potential danger involved and do one of the following:

- 1. Confiscate the object and deliver it to the principal immediately
- 2. Immediately notify the principal or supervisor, who shall take appropriate action
- 3. Immediately notify the local law enforcement agencycall 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, thean employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by student against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts regarding grounds for suspension or expulsion
Ed. Code 49330-49335	<u>Injurious objects</u>
Gov. Code 12926	<u>Definitions</u>
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Pen. Code 18150	Gun violence restraining orders
Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery

Pen. Code 241.3 <u>Assault against school bus drivers</u>

Pen. Code 241.6 <u>Assault on school employee including board member</u>

Pen. Code 243.3 Battery against school bus drivers

Pen. Code 243.6 <u>Battery against school employee including board</u>

members

Pen. Code 245.5 Assault with deadly weapon against school employee

including board member

Pen. Code 290 Registration of sex offenders

Pen. Code 601 <u>Trespass by person making credible threat</u>

Pen. Code 626-626.11 Weapons on school grounds and other school crimes

Pen. Code 646.9 <u>Stalking</u>

Pen. Code 71 Threatening public officers and employees and school

<u>officials</u>

W&I Code 827 <u>Limited exception to juvenile court record</u>

W&I Code 828.1 District police or security department; disclosure of

juvenile records

Federal Description

Executive Order 14127 Combating Emerging Firearms Threats and Improving

School-Based Active Shooter Drills, September 2024

Management Resources Description

Court Decision City of San Jose v. William Garbett (2010) 190 Cal. App.

4th 526

Website CSBA District and County Office of Education Legal

Services

Website California Department of Education, Safe Schools

Website <u>CSBA</u>

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3320	Claims And Actions Against The District

3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21	Professional Standards
4131	Staff Development
4140	Bargaining Units
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9	Employee Notifications

4218	Dismissal/Suspension/Disciplinary Action
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4219.21	Professional Standards
4231	Staff Development
4240	Bargaining Units
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
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4319.21	Professional Standards
4331	Staff Development
4340	Bargaining Units
4356.3	Employee Property Reimbursement
4357	Employee Safety
4357	Employee Safety
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care And Medical Leave
5125	Student Records
5125	Student Records

5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Status: ADOPTED

Regulation 4158/4258/4358: Employee Security

Original Adopted Date: 11/02/2011 | Last Revised Date: 11/02/2011 | Last Reviewed Date:

05/21/2025

An employee may use reasonable and necessary force when necessary for self-defense, to protect or defense of another person or property, to quell a disturbance threatening physical injury to others, or damage to property, or to obtain possession of weapons or other dangerous objects or within the control of a student. (Education Code 44807, 49001)

Employees

An employee shall promptly report to theirthe principal or other immediate supervisor any attack, assault, or physical threat made against them the employee by a student.

Both or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

<u>Additionally</u>, the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate to local law enforcement agency. (Education Code 44014)

In addition, employees shall promptly report to their principal or supervisor, and may report to law enforcement, any authorities an attack, assault, or physical threat made against them on school grounds by any other individual.

<u>the employee by a student.</u> Reports of <u>an</u> attack, assault, or <u>physical</u> threat also shall be forwarded immediately to the Superintendent or designee.

An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian. (Education Code 48905)

(Education Code 44014)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in, or is reasonably suspected of, to have engaged in any act-during the previous three school years which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of except the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7. that would constitute a ground for

<u>suspension or expulsion as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process (Education Code 49079)</u>

This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her-suspension or expulsion, the Superintendent or designee shall inform <a href="his/her-suspension or expulsion that the student was suspended from <a href="his/herschool or expelled from the former district and of the act that resulted in the suspension or expulsion (Education Code 48201)
- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher: (Education Code 48201, 49079)

Notice Regarding Student-Offenses Committed While Outside School Jurisdiction

- When a minor student has been found by a court of competent jurisdiction Reported to have illegally used, sold or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1) District by a Court
 - a. When informed by thea court that a minor student has been found by athe court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so informexpeditiously notify the school principal, or designee (Welfare and InstitutionInstitutions Code 827)
 - b. The principal or designee shall expeditiously disseminate this information to the any counselor(s) who directly supervises or reports on the student's behavior or progress. The principal also may inform and to any teacher or administrator he/shedirectly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information so asin order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability. (Welfare and Institutions Code 827)
 - c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. (Welfare and Institutions Code 827)
 - The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)
 - d. When a student is removed from school as a result of <a href="https://heran.com/his/heran.com/his/heran.com/his/heran.com/heran.com/his/her

the student is returned to public school. the district (Welfare and Institutions Code 827)

If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the <a href="Superintendentsuperintende

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first; it, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned a counselor or teacher, the principal or designee shall send the staff member a written notification requesting him/her to that a student has committed an offense that requires review of a student's file in the school office as soon as practicable. This notificationnotice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee.

The staff member shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.

Accommodations for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Qualifying Acts of Violence

When requested by an employee who is a victim of domestic violence, sexual assault, stalking, or other qualifying acts of violence, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including, but not limited to: (Government Code 12945.8)

Employees wishing to carry pepper spray on school property or to a school-related activity shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. Should the Superintendent or designee determine that the employee may not carry pepper spray, the employee shall receive a written statement of the reason for this determination.

- 1. -A transfer, reassignment, or modified schedule
- 2. A changed work telephone or work station, including the permission to carry a telephone at work
- 3. An installed lock

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- 4. Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace
- 5. Referral to a victim assistance organization
- 6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence. Such certification may include: (Government Code 12945.8)

- 1. A police report indicating that the employee, or a family member of the employee, was a victim
- 2. A court order protecting or separating the employee, or family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
- 3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
- 4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Government Code 12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The district shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Government Code 12945.8)

Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need to carry or possess pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

- 1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810
- 2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment
- 3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals

Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Civ. Code 51.7	Description Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
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Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by student against school employee

Ed. Code 44807 Teachers' duty concerning conduct of students Ed. Code 48201 Transfer student's record for acts that resulted in suspension or expulsion Ed. Code 48900-48926 Suspension and expulsion Ed. Code 49079 Notification to teacher; student who has engaged in acts regarding grounds for suspension or expulsion Ed. Code 49330-49335 Injurious objects Gov. Code 12926 **Definitions** Gov. Code 12945.8 Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence Gov. Code 3543.2 Scope of representation Gov. Code 995-996.4 Defense of public employees Lab. Code 230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies Pen. Code 18150 Gun violence restraining orders Pen. Code 18170 Gun violence restraining order issued after notice and hearing Pen. Code 22810 Purchase, possession, and use of tear gas Pen. Code 240-246.3 Assault and battery Pen. Code 241.3 Assault against school bus drivers Pen. Code 241.6 Assault on school employee including board member Pen. Code 243.3 Battery against school bus drivers Pen. Code 243.6 Battery against school employee including board members Pen. Code 245.5 Assault with deadly weapon against school employee including board member Pen. Code 290 Registration of sex offenders Pen. Code 601 Trespass by person making credible threat Pen. Code 626-626.11 Weapons on school grounds and other school crimes Pen. Code 646.9 Stalking

Pen. Code 71 Threatening public officers and employees and school

<u>officials</u>

W&I Code 827 <u>Limited exception to juvenile court record</u>

W&I Code 828.1 District police or security department; disclosure of

juvenile records

Federal Description

School-Based Active Shooter Drills, September 2024

Management Resources Description

Court Decision City of San Jose v. William Garbett (2010) 190 Cal. App.

4th 526

Website <u>CSBA District and County Office of Education Legal</u>

<u>Services</u>

Website <u>California Department of Education, Safe Schools</u>

Website <u>CSBA</u>

Cross References

Code 0450	Description Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
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3515.31	School Resource Officers
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3515.4	Recovery For Property Loss Or Damage
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5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process

5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: May 21, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of 5145.71 Regulation and Exhibit (1) (New): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Carroll)

The proposed regulation and exhibit are introduced to align with recent legislative changes, as recommended by the California School Boards Association (CSBA). This is a new policy and exhibit, with all new language highlighted in red.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt regulation and exhibit(1) 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, as presented.

ADDITIONAL MATERIALS:

Attached: AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint

Procedures (16 pages)

5145.71-E(1) Title IX Sex Discrimination and Sex-Based Harassment Complaint

Procedures (6 pages)

Status: New

Regulation 5145.71: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Original Adopted Date: 05/21/2025 | Last Revised Date: 05/21/2025 | Last Reviewed Date:

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district student, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

<u>Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment.</u>

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

- 1. Treat complainants and respondents equitably
- 2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent
 - The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.
- 3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
- 4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
- 5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures

on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sexbased harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If either party is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information from an allegation of sex discrimination, include sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A complaint is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an information resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

- 1. The victim's request not to proceed with initiation of a complaint
- 2. The victim's reasonable safety concerns regarding initiation of a complaint
- 3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
- 4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
- 5. The age and relationship of the parties, including whether the respondent is an employee of the district

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- 6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
- 7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
- 8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint, as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course-related adjustments; changes in class, work, housing, or

extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class schedules; mutual restrictions on contact; changes in class locations; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal from School

A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so

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- 2. The respondent is not participating in the district's education program or activity and is not employed by the district
- 3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX
 - Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.
- 4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within ten (10) school calendar days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

- 1. A procedural irregularity that would change the outcome
- 2. New evidence that would change the outcome and that was not reasonably available when dismissal was made
- 3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

- 1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
- 2. Implement appeal procedures equally for the parties
- 3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
- 4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
- 5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome

6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Tite IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of participation in the district's education program or activity, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

- 1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the district will maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
- 2. Obtains the parties' voluntary consent to the informal resolution process

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3. <u>Does not offer or facilitate an informal resolution process to resolve allegations that an</u> employee sexually harassed a student

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)

Notice of Allegations

If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

- 1. The district's complaint process, including any informal resolution process
- 2. Sufficient information, available at the time, to allow parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

- 3. A statement that retaliation is prohibited
- 4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination,

Investigation Procedures

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

- 1. <u>1. Provide an equal opportunity for the parties to present fact witnesses, and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible</u>
- 2. <u>Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance</u>
- 3. <u>Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:</u>
 - a. <u>Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence</u>
 - If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.
 - b. <u>Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence</u>
 - c. <u>Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures</u>
- 4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
- 5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
- 6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that

party's or witness's voluntary, written consent for use in its grievance procedures

c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

The investigator shall complete the investigation within sixty (60) school calendar days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

- 1. <u>Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred</u>
- 2. <u>Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred</u>

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within **fifteen (15)** school calendar days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision 1010

Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the district shall permit a final appeal to the Governing Board using a process that is in accordance with law and otherwise consistent with the appeal process as specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures.

<u>Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil</u> Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sex discrimination and/or sex-based harassment include, but are not limited to:

- 1. Transfer from a class or school as permitted by law
- 2. Parent/guardian conference
- 3. Education of the student regarding the impact of the conduct on others
- 4. Positive behavior support
- 5. Referral of the student to a student success team
- 6. <u>Denial of participation in extracurricular or cocurricular activities or other privileges as</u> permitted by law

When an employee is found to have committed sex discrimination, including sex-based harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

- 1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
- 2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sexbased harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
- 3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The district shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)

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- 2. A record of the investigation procedures followed
- 3. A record of the written determination
- 4. A record of the corrective action implemented, if any
- 5. A record of any appeals and the outcome of the same
- 6. All training materials addressing the prohibition and investigation of childhood sexual assault

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<u>State</u>	<u>Description</u>
5 CCR 4600-4670	Uniform complaint procedures
<u>5 CCR 4900-4965</u>	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial
	<u>assistance</u>
<u>Civ. Code 1714.1</u>	Liability of parent or guardian for act of willful misconduct by a minor
<u>Civ. Code 51.9</u>	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
<u>Federal</u>	<u>Description</u>
20 USC 1092	<u>Definition of sexual assault</u>
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	<u>Title IX of the Education Amendments of 1972;</u> <u>discrimination based on sex</u>

34 CFR 106.1-106.82 Nondiscrimination on the basis of sex in education programs Family Educational Rights and Privacy 34 CFR 99.1-99.67 34 USC 12291 Definition of dating violence, domestic violence, and stalking 42 USC 1983 Civil action for deprivation of rights 42 USC 2000d-2000d-7 Title VI, Civil Rights Act of 1964 42 USC 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended U.S. DOJ, FBI Publication National Incident-Based Reporting System **Description Management Resources Court Decision** Davis v. Monroe County Board of Education (1999) 526 U.S. 629 **Court Decision** Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447 **Court Decision** Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274 **Court Decision** Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473 Reese v. Jefferson School District (2000, 9th Cir.) 208 **Court Decision** F.3d 736 **Court Decision** Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567 **Court Decision** Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130

CSBA Publication Providing a Safe, Nondiscriminatory School Environment

for Transgender and Gender-Nonconforming Students,

Policy Brief, February 2014

CSBA Publication Safe Schools: Strategies for Governing Boards to Ensure

Student Success, 2011

Federal Register Nondiscrimination on the Basis of Sex in Education

<u>Programs or Activities Receiving Federal Financial</u> <u>Assistance, April 29, 2024, Vol. 89, No. 83, pages</u>

33474-33896

U.S. DOE, Office for Civil Rights

Publication

Sexual Harassment: It's Not Academic, September 2008

U.S. DOE, Office for Civil Rights Revised Sexual Harassment Guidance: Harassment of

Publication Students by School Employees, Other Students, or Third

Parties, January 2001

U.S. DOE, Office for Civil Rights Examples of Policies and Emerging Practices for

<u>Publication</u> <u>Supporting Transgender Students, May 2016</u>

Website U.S. Department of Justice, Federal Bureau of

Investigation

Website CSBA District and County Office of Education Legal

<u>Services</u>

Website California Department of Education

<u>Website</u> <u>CSBA</u>

Website U.S. Department of Education, Office for Civil Rights

Cross References

<u>Code</u>	<u>Description</u>
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<u>Nondiscrimination In District Programs And Activities</u>

<u>1312.3</u> <u>Uniform Complaint Procedures</u>

<u>1312.3</u> <u>Uniform Complaint Procedures</u>

<u>1312.3-E(1)</u> <u>Uniform Complaint Procedures</u>

1312.3-E(2) Uniform Complaint Procedures

1313 Civility

3552 Summer Meal Program

3552 Summer Meal Program

3580 District Records

<u>3580</u> <u>District Records</u>

4030 Nondiscrimination In Employment

4030 Nondiscrimination In Employment

4117.7 Employment Status Reports

4118 Dismissal/Suspension/Disciplinary Action

4118 Dismissal/Suspension/Disciplinary Action

4119.11 Sex Discrimination and Sex-Based Harassment

4119.11 Sex Discrimination and Sex-Based Harassment

<u>4131</u>	Staff Development
<u>4218</u>	Dismissal/Suspension/Disciplinary Action
<u>4218</u>	Dismissal/Suspension/Disciplinary Action
<u>4219.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4219.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4317.7</u>	Employment Status Reports
<u>4319.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4319.11</u>	Sex Discrimination and Sex-Based Harassment
<u>5030</u>	Student Wellness
<u>5141.4</u>	Child Abuse Prevention And Reporting
<u>5141.4</u>	Child Abuse Prevention And Reporting
<u>5141.52</u>	Suicide Prevention
<u>5141.52</u>	Suicide Prevention
<u>5144</u>	<u>Discipline</u>
<u>5144</u>	<u>Discipline</u>
<u>5144.1</u>	Suspension And Expulsion/Due Process
<u>5144.1</u>	Suspension And Expulsion/Due Process
<u>5145.3</u>	Nondiscrimination/Harassment
<u>5145.3</u>	Nondiscrimination/Harassment
<u>5145.7</u>	Sex Discrimination and Sex-Based Harassment
<u>5145.7</u>	Sex Discrimination and Sex-Based Harassment
<u>5145.9</u>	Hate-Motivated Behavior
<u>5146</u>	Married/Pregnant/Parenting Students
<u>6145</u>	Extracurricular And Cocurricular Activities
<u>6145</u>	Extracurricular And Cocurricular Activities
<u>6159</u>	Individualized Education Program
<u>6159</u>	Individualized Education Program
<u>6164.5</u>	Student Success Teams
<u>6164.5</u>	Student Success Teams
<u>6164.6</u>	Identification And Education Under Section 504

Status: NEW

Exhibit 5145.71-E(1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Original Adopted Date: 05/21/2025 | Last Revised Date: 05/21/2025 |

NOTICE OF TITLE IX NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels, and their parents/guardians or other authorized legal representative:

The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district is required, as specified in Title IX, to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee(s) as the district's Title IX

Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Assistant Superintendent, Human Resources
(name and/or title/position)
1051 S. A Street, Oxnard, California 93030
(address)
805.385.1501 ext. 2050
(telephone number)
certificatedhr@oxnardsd.org
(email address)

Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving

an allegation of sex harassment, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's website at https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36030628.

To inspect or obtain a copy of the district's sex discrimination and sex-based harassment policies and administrative regulations, please contact: Certificated Human Resources Department at (805) 385-1501 extension 2050 located at 1051 S. A Street, Oxnard, CA 93030 or at certificated hr@oxnardsd.org.

Materials used to train employees; the Title IX Coordinator; investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person(s) who facilitates an informal resolution process, are available at the district office upon request.

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<u>State</u>	<u>Description</u>
<u>5 CCR 4600-4670</u>	<u>Uniform complaint procedures</u>
<u>5 CCR 4900-4965</u>	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
<u>Civ. Code 1714.1</u>	Liability of parent or guardian for act of willful misconduct by a minor
<u>Civ. Code 51.9</u>	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training

Federal Description 20 USC 1092 Definition of sexual assault 20 USC 1221 Application of laws 20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974 Title IX of the Education Amendments of 1972; 20 USC 1681-1688 discrimination based on sex 34 CFR 106.1-106.82 Nondiscrimination on the basis of sex in education programs 34 CFR 99.1-99.67 Family Educational Rights and Privacy 34 USC 12291 Definition of dating violence, domestic violence, and stalking 42 USC 1983 Civil action for deprivation of rights 42 USC 2000d-2000d-7 Title VI, Civil Rights Act of 1964 42 USC 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended National Incident-Based Reporting System U.S. DOJ, FBI Publication Management Resources **Description Court Decision** Davis v. Monroe County Board of Education (1999) 526 U.S. 629 **Court Decision** Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447 Gebser v. Lago Vista Independent School District (1998) **Court Decision** 524 U.S. 274 **Court Decision** Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473 **Court Decision** Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736 Donovan v. Poway Unified School District (2008) 167 **Court Decision** Cal.App.4th 567 **Court Decision** Flores v. Morgan Hill Unified School District (2003, 9th

> <u>Providing a Safe, Nondiscriminatory School Environment</u> <u>for Transgender and Gender-Nonconforming Students,</u>

> > Policy Brief, February 2014

Cir.) 324 F.3d 1130

CSBA Publication

<u>CSBA Publication</u> <u>Safe Schools: Strategies for Governing Boards to Ensure</u>

Student Success, 2011

<u>Federal Register</u> <u>Nondiscrimination on the Basis of Sex in Education</u>

<u>Programs or Activities Receiving Federal Financial</u> Assistance, April 29, 2024, Vol. 89, No. 83, pages

33474-33896

U.S. DOE, Office for Civil Rights

Publication

Publication

Sexual Harassment: It's Not Academic, September 2008

U.S. DOE, Office for Civil Rights Revised Sexual Harassment Guidance: Harassment of

Students by School Employees, Other Students, or Third

Parties, January 2001

U.S. DOE, Office for Civil Rights

Publication

Examples of Policies and Emerging Practices for

Supporting Transgender Students, May 2016

Website U.S. Department of Justice, Federal Bureau of

<u>Investigation</u>

Website CSBA District and County Office of Education Legal

<u>Services</u>

Website <u>California Department of Education</u>

<u>Website</u> <u>CSBA</u>

Website U.S. Department of Education, Office for Civil Rights

Cross References

<u>0410</u> <u>Nondiscrimination In District Programs And Activities</u>

<u>1312.3</u> <u>Uniform Complaint Procedures</u>

<u>1312.3</u> <u>Uniform Complaint Procedures</u>

<u>1312.3-E(1)</u> <u>Uniform Complaint Procedures</u>

<u>1312.3-E(2)</u> <u>Uniform Complaint Procedures</u>

1313 Civility

3552 <u>Summer Meal Program</u>

3552 Summer Meal Program

3580 District Records

3580 District Records

4030 Nondiscrimination In Employment

<u>4030</u>	Nondiscrimination In Employment
<u>4117.7</u>	Employment Status Reports
<u>4118</u>	Dismissal/Suspension/Disciplinary Action
<u>4118</u>	Dismissal/Suspension/Disciplinary Action
<u>4119.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4119.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4131</u>	Staff Development
<u>4218</u>	Dismissal/Suspension/Disciplinary Action
<u>4218</u>	Dismissal/Suspension/Disciplinary Action
<u>4219.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4219.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4317.7</u>	Employment Status Reports
<u>4319.11</u>	Sex Discrimination and Sex-Based Harassment
<u>4319.11</u>	Sex Discrimination and Sex-Based Harassment
<u>5030</u>	Student Wellness
<u>5141.4</u>	Child Abuse Prevention And Reporting
<u>5141.4</u>	Child Abuse Prevention And Reporting
<u>5141.52</u>	Suicide Prevention
<u>5141.52</u>	Suicide Prevention
<u>5144</u>	<u>Discipline</u>
<u>5144</u>	<u>Discipline</u>
<u>5144.1</u>	Suspension And Expulsion/Due Process
<u>5144.1</u>	Suspension And Expulsion/Due Process
<u>5145.3</u>	Nondiscrimination/Harassment
<u>5145.3</u>	Nondiscrimination/Harassment
<u>5145.7</u>	Sex Discrimination and Sex-Based Harassment
<u>5145.7</u>	Sex Discrimination and Sex-Based Harassment
<u>5145.9</u>	Hate-Motivated Behavior
<u>5146</u>	Married/Pregnant/Parenting Students
<u>6145</u>	Extracurricular And Cocurricular Activities

<u>6145</u>	Extracurricular And Cocurricular Activities
6159	Individualized Education Program
6159	Individualized Education Program
<u>6164.5</u>	Student Success Teams
<u>6164.5</u>	Student Success Teams
<u>6164.6</u>	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

Agenda Section: Section G: Conclusion

Future Agenda Items (DeGenna)

The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

Future Agenda Items:

• Process for input regarding future needs and professional development

Upcoming Board Meetings:

- June 4, 2025
- June 18, 2025

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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.

Name of Contributor: Dr. Anabolena DeGenna Date of Meeting: May 21, 2025

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

Name of Contributor: Dr. Anabolena DeGenna	Date of Meeting: May 21, 2025
Agenda Section: Section G: Conclusion	
ADJOURNMENT	
Moved: Seconded: Vote:	
ROLL CALL VOTE:	
Salas, Gonzales, Madrigal Lopez, Melanephy	, Robles-Solis
Anabolena DeGenna, Ed. D. District Superintendent and Secretary to the Board of Trustee	es
This notice is posted in conformance with the provisions of C front of the Educational Services Center; 1051 South A Street Friday, May 16, 2025.	-
FISCAL IMPACT: N/A	
RECOMMENDATION: N/A	