

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Valerie Mitchell, MPPA**  
Assistant Superintendent,  
Business & Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent,  
Human Resources

## AGENDA REGULAR BOARD MEETING Wednesday, April 19, 2023

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

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

April 19, 2023

## Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

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

Javier Tapia, Principal, Driffill School, will introduce Luna Sophia Shepard, 2nd grade student in Mrs. Patino-Lopez and Mrs. Desales's classes at Driffill, who will lead the audience in the Pledge of Allegiance.

### A.3. District's Vision and Mission Statement

The district's Mission and Vision will be read in English and Spanish by Josiah Joaquin Lopez, 2nd grade student in Mrs. Patino-Lopez and Mrs. Desales's classes at Driffill School.

### A.4. Presentation by Driffill School

Javier Tapia, Principal, Driffill School, will provide a short presentation to the Board regarding Driffill. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

### A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

### A.6. Recognition of 2023 California Association for Bilingual Education (CABE) Writing Contest Winner (DeGenna/Fox)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees recognize Sebastian Kempton as the 3rd-5th grade division winner of the 2023 California Association for Bilingual Education (CABE) Student Writing Contest. Sebastian is a 4th grader at Harrington School and was recognized at the CABE Conference Seal of Excellence Banquet on Friday, March 24, 2023.

### A.7. Recognition of Winners of Oxnard School District Cesar Chavez Writing and Art Competition (DeGenna/Ruvalcaba)

It is the recommendation of the Associate Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement, that the Board of Trustees recognize the 1st place winners of the Oxnard School District Cesar Chavez Writing and Art Competition.

- K-1 Writing: **Harumi Rojas**, 1st grader, McKinna School
- 2-3 Writing: **Emmanuel Javier Davila**, 3rd grader, Harrington School
- 4-5 Writing: **Juan Carlos Perez Jaramillo**, 4th grader, Harrington School

---

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

- 6-8 Writing: **Joelynn Aurora Gallardo**, 8th grader, Frank School
- Newcomer 6-8 Writing: **Lourdes Martinez**, 8th grader, Frank School
- K-1 Art: **Maria Farag Girgis**, Kindergartener, Marshall School
- 2-3 Art: **Jose Emmanuel Sastres**, 3rd grader, Chavez School
- 4-5 Art: **Maria Guadalupe Mares**, 5th grader, Elm School
- 6-8 Art: **Evelyn Vazquez Gallardo**, 6th grader, Kamala School

**A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

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

**A.9. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:

Conference with Real Property Negotiators:

Property: Parcel Number 216-0-236-065

Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services

Negotiating parties: Callens Industrial Investments

Under negotiation: Price and Terms

3. 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

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

- Case No. 21-04 Expulsion, Readmission (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
- Principals

**A.10. Reconvene to Open Session (7:00 PM)**

**A.11. Report Out of Closed Session**

---

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

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.12. Adoption and Presentation of Resolution #22-20 for National Library Week, April 23-29, 2023 (DeGenna/Thomas)**

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees adopt Resolution #22-20 in recognition of National Library Week, April 23-29, 2023.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.13. Presentation by CFW Advisory Services Summarizing the Sale of Measure “I” Bonds (Mitchell/CFW)**

CFW Advisory Services will provide summary of the recent sale of Measure “I” Bonds authorized by voters in November 2022.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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

**B.2. Public Hearing: Sunshine of the California School Employees, Chapter 272 ("CSEA") and the Oxnard School District’s ("District") Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations with CSEA for the 2022-2023 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

---

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

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

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

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**Section C: CONSENT AGENDA**

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

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

**C.1. Enrollment Report (Mitchell)**

District enrollment as of March 31, 2023 was 14,184. This is 257 less than the same time last year.

**C.2. Request for Approval of Out-of-State Conference Attendance (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve out-of-state conference attendance for Jason Corona, Interim Director of Child Nutrition Services, to attend Rich’s Products Annual K-12 Roundtable Event

---

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

in Buffalo, New York, May 2-4, 2023, at no cost to the district.

**C.3. Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Duenez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Interim Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA, as presented.

**C.4. Acceptance of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Duenez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Interim Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management and Confidential, as presented.

**C.5. Purchase Order/Draft Payment Report #22-08 (Mitchell /Franz)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-08, as submitted.

**C.6. Approval of Notice of Completion, Site Work & Installation of New Walk-In Cooler-Freezer Combo – Curren & Drifill, Bid #21-INF-01 (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #21-INF-01, Site Work & Installation of New Walk-In Cooler-Freezer Combo at Curren & Drifill, with Ardalan Construction Company, Inc.

**C.7. Approval to Re-establish the Architectural Pool of Approved Architectural Firms to be Eligible to Provide Proposals to the Oxnard School District for Future Architectural Services (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the updated Architectural Pool, as presented.

**C.8. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, Third Quarter, as presented.

**C.9. Establishment of Positions (Torres/Lin)**

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

**C.10. Personnel Actions (Torres/Lin)**

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

---

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

**C.11. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Carmen Vigil Maggiolo, District Translator, to attend the American Association of Interpreters & Translators in Education's EDU-CON "Language Access and Family Engagement: the Vital Role of Interpreters and Translators in Education" Conference in Denver, CO, May 5-6, 2023, in the amount not to exceed \$1,500.00, to be paid out of the General Fund.

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.12. Approval of Amendment #1 to Agreement #22-194 – Flewelling & Moody, Inc. (Mitchell/Miller)**

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #22-194 with Flewelling & Moody, Inc., to extend the agreement for architectural, planning and engineering services through the end of the 2024-2025 fiscal year in order to complete current projected projects, in the amount of \$100,000.00, to be paid out of the General Fund.

**C.13. Approval of Agreement #22-225 – Mindset Academy by SWEAT III (DeGenna/Anguiano)**

It is the recommendation of the Principal, Chavez School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-225 with Mindset Academy by SWEAT III, to provide 9 days of student development, parent development, and teacher development focused on mindset development, student engagement and emotional intelligence, April 20, 2023 through June 30, 2023, in the amount not to exceed \$19,200.00, to be paid out of Title 1 Funds.

**C.14. Approval of Agreement #22-226 – Ventura County Arts Council (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-226 with Ventura County Arts Council, to provide two (2) Performing Arts Residencies for the Newcomer Academy students at Lemonwood School, April 20, 2023 through June 30, 2023, in the amount of \$1,600.00, to be paid out of Title III funds.

**C.15. Approval of Agreement #22-228 – Total Compensation Systems, Inc. (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #22-228 with Total Compensation Systems, Inc., to provide the biennial actuarial study required by GASB 45 and provide guidance in making informed decisions regarding the GASB plan, April 20, 2023 - December 31, 2024, in the amount of \$10,600.00, to be paid from the General Fund.

**C.16. Approval of Agreement #22-229 – Simon & Schuster Speakers Bureau (DeGenna/Higa)**

It is the recommendation of the Principal at Frank Academy and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-229 with Simon & Schuster Speakers Bureau, for Reyna Grande, author of The Distance Between Us, to speak with students at Frank Academy about immigration, family separation, language trauma, the price of the American Dream, and her writing journey, on Tuesday, April 25, 2023, in the amount of \$5,000.00, to be paid out of Title III funds.

**C.17. Approval of Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building**

---

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

**Design and Construction Services for Ten (10) Modular Classrooms for the Drifill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Drifill Elementary School Improvement Project, New Transitional Kindergarten Facilities, in the amount of \$5,000,000.00, to be paid out of Master Construct and Implementation Funds.

**C.18. Approval of Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-232 with Positive Adventures, LLC, to provide four (4) overnight camps serving 60 students each and four (4) day camps serving 100 students each, June 19, 2023 through August 15, 2023, in the amount of \$250,000.00, to be paid out of ELOP Funds.

**C.19. Approval of Agreement #22-234, Nigro & Nigro, PC – Performance Audit Services (Mitchell/Duenez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Interim Director of Finance that the Board of Trustees approve Agreement #22-234 with Nigro & Nigro, PC, to provide performance audits of the school facility program (SFP) bonds for Harrington Elementary, Fremont Intermediate, and Lemonwood Elementary, April 20, 2023 through September 30, 2023, in the amount not to exceed \$17,250.00, to be paid out of the General Fund.

**C.20. Approval of Field Contract #FC-P23-04462 – LTJ Heating & Air Conditioning Inc. (Mitchell/Miller)**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-04462 with LTJ Heating & Air Conditioning Inc., to install a new cable X-Brace in the east wall of the OSC metal building to replace the rod X-Brace that was inappropriately severed during a project to create an access portal between two offices, May 18, 2023 - August 15, 2023, in the amount of \$17,825.00, to be paid out of Deferred Maintenance funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.21. Ratification of Amendment #4 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #20-120 with 360 Degree Customer Inc., to update the rate sheet previously provided by 360 Degree Customer Inc., at no additional cost to the District.

**C.22. Ratification of Amendment #1 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-115 with Auditory Processing Center of Pasadena, to adjust the allocation for

---

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

providing training on CAPDOTS, including retest and IEP reporting, for the Special Education Department through the end of the 2022-2023 academic year, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

**C.23. Ratification of Amendment #1 to Agreement #22-120 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-120 with Alternative Behavior Strategies, LLC, to continue supporting existing unfilled direct hire positions for the Special Education Department in the areas of Applied Behavioral Therapy and related services, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

**C.24. Ratification of Amendment #2 to Agreement #22-124 – Every Special Child, LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-124 with Every Special Child, LLC, to continue supporting existing unfilled direct hire positions for the Special Education Department, in the amount not to exceed \$1,035,000.00, to be paid out of Special Education Funds.

**C.25. Ratification of Agreement #22-224 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-224 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students DP010810, SR11281, JB080313, EG061410, DG052310, and RR103108 during the 2022-23 school year, including Extended School Year, in the amount of \$222,526.84, to be paid out of Special Education Funds.

**C.26. Ratification of Agreement #22-227 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-227 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students LJ071616, IO111109, MP111618, IH081410, VC120515, JV030409, BA072912, and JN090409 during the 2022-23 school year, including Extended School Year, in the amount of \$273,234.19, to be paid out of Special Education Funds.

**Section D: ACTION ITEMS**

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

**D.1. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Duenez)**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Interim Director of Finance that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022, as presented.

Board Discussion:

---

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

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.2. Approval of Revision of the Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a revision to the Provisional Internship Permit (PIP) in Special Education for Imelda Navarro to enable her to be employed on the basis of a PIP as a K-4, Mild to Moderate teacher at Lemonwood, K-8 for the 2022-23 school year, until the employee completes a credential program and secures a credential.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.3. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2022-2023 Collective Bargaining Agreement (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the 2022-2023 Collective Bargaining Agreement between the District and OEA, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.4. Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2022-2023 compensation revisions for Management and Confidential employees, in the amount of \$1,504,307 for fiscal year 2022-23 and \$105,201 for fiscal year 2023-24, to be paid from a combination of General Fund unrestricted and restricted resources as applicable.

Board Discussion:

---

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

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.5. Approval of New Classification and Job Functions for After School Program Site Coordinator (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of After School Program Site Coordinator, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.6. Approval of Job Title Change, Job Description Update, and Salary Range Adjustment for Director of Finance (Torres/Lin)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources that the Board of Trustees approve the proposed job title, revised job functions, and new recommended salary range for the Director of Fiscal Services, fiscal impact in the amount of \$10,480.00, to be paid out of the General Fund.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.7. Approval of Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy - for California Schools Employee Benefit Organization (CSEBO), the Oxnard School District, and the Oxnard Supportive Services Association (OSSA) (Torres/Magana)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy, to administer health and welfare benefit programs for OSSA employees of the Oxnard School District, as presented.

---

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (Aguilera-Fort)**

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

- March 15, 2023 Regular Meeting

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

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

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

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

### **G.3. ADJOURNMENT**

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.  
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by

---

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

5:00 p.m. on Friday, April 14th, 2023.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

### **Recognition of CABE Writing Contest Winner 2023 (DeGenna/Fox)**

---

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees recognize Sebastian Kempton as the 3rd-5th grade division winner of the 2023 California Association for Bilingual Education (CABE) Student Writing Contest. Sebastian is a 4th grader at Harrington School and was recognized at the CABE Conference Seal of Excellence Banquet on Friday, March 24, 2023.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees recognize the winner of the 2023 CABE Student Writing Contest, as presented.

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

### **Recognition of Winners of Oxnard School District Cesar Chavez Writing and Art Competition (DeGenna/Ruvalcaba)**

---

It is the recommendation of the Associate Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement that the Board of Trustees recognize the winners of the Oxnard School District Cesar Chavez Writing and Art Competition.

<b>Cesar Chavez Writing &amp; Art Competition – Students Winners 2022-2023 (1<sup>st</sup> Place)</b>			
K-1 Writing	Harumi Rojas	1 <sup>st</sup> grader	McKinna School
2-3 Writing	Emmanuel Javier Davila	3 <sup>rd</sup> grader	Harrington School
4-5 Writing	Juan Carlos Perez Jaramillo	4 <sup>th</sup> grader	Harrington School
6-8 Writing	Joelynn Aurora Gallardo	8 <sup>th</sup> grader	Frank School
6-8 Writing (Newcomer)	Lourdes Martinez	8 <sup>th</sup> grader	Frank School
K-1 Art	Maria Farag Girgis	Kinder	Marshall School
2-3 Art	Jose Emmanuel Sastres	3 <sup>rd</sup> grader	Chavez School
4-5 Art	Maria Guadalupe Mares	5 <sup>th</sup> grader	Elm School
6-8 Art	Evelyn Vazquez Gallardo	6 <sup>th</sup> grader	Kamala School

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Associate Superintendent of Educational Services and Manager of Equity, Family, and Community Engagement, that the Board of Trustees recognize the 1st place winners of the Oxnard School District Cesar Chavez Writing and Art Competition, as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

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

---

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

### **Closed Session**

---

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
  
2. Pursuant to Section 54956.8 of the Government Code:  
Conference with Real Property Negotiators:  
Property: Parcel Number 216-0-236-065  
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services  
Negotiating parties: Callens Industrial Investments  
Under negotiation: Price and Terms
  
3. 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
  
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
  - Case No. 21-04 Expulsion, Readmission (Action Item)
  
5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
    - Principals

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

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

---

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Preliminary

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

---

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Presentation

### **Adoption and Presentation of Resolution #22-20 for National Library Week, April 23-29, 2023 (DeGenna/Thomas)**

---

National Library Week is sponsored by the American Library Association (ALA) and observed in libraries across the country in April. National Library Week is a time to highlight the essential role libraries, librarians, and library workers play in transforming lives and strengthening communities.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Associate Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees adopt Resolution #22-20 in recognition of National Library Week, April 23-29, 2023.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #22-20 \(1 page\)](#)



**RESOLUTION NO. 22-20**  
**Oxnard School District**  
**Board of Trustees**

**NATIONAL LIBRARY WEEK**  
**April 23-29, 2023**

**WHEREAS** National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the United States in which we will celebrate from April 23-29, 2023; and

**WHEREAS** the Oxnard School District Board of Trustees recognizes that libraries are accessible and inclusive and foster a sense of belonging and community; and

**WHEREAS** libraries strive to develop and maintain diverse programs and collections to ensure equity of access for all; and

**WHEREAS** libraries offer opportunities to explore new worlds through access to technology, multimedia content, and educational programs; and

**WHEREAS** in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities in person and virtually; and

**WHEREAS** libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District proclaims the week of April 23-29, 2023 as *National Library Week*, and encourages staff and the community at large to celebrate the important contributions of school libraries and Library Staff.

**BE IT FURTHER RESOLVED** that the Board of Trustees expresses its appreciation to the Library Staff of the Oxnard School District for their service to students, staff and the community.

*Adopted this 19<sup>th</sup> day of April 2023.*

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section A: Presentation

### **Presentation by CFW Advisory Services Summarizing the Sale of Measure “I” Bonds (Mitchell/CFW)**

---

CFW Advisory Services will provide summary of the recent sale of Measure “I” Bonds authorized by voters in November 2022.

#### **FISCAL IMPACT:**

Voter-approved General Obligation Bonds are repaid by ad valorem property tax collections levied and collected each year that bonds are outstanding. Proceeds will provide funding for voter-approved projects. No impact to general fund. Issuance costs will be paid from the proceeds of the bonds.

#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Oxnard SD 2023 GO Wrap-up PowerPoint Presentation \(7 pages\)](#)



# OXNARD SCHOOL DISTRICT

Ventura County

Overview of Measure “I” 2023 General Obligation  
Bond Issuance Series A

**April 2023**

2163 HARBOR BAY PARKWAY  
ALAMEDA, CA 94502  
(510) 596-8170

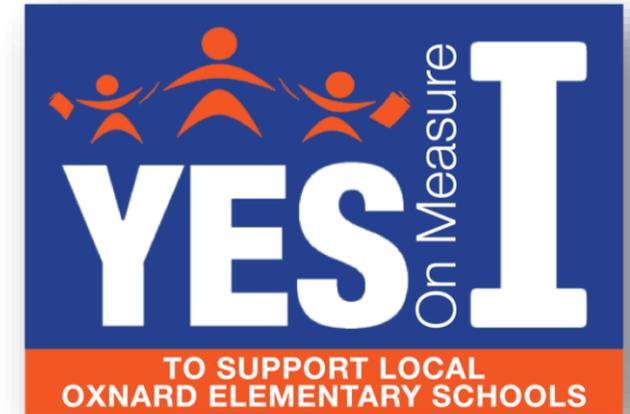
521 N. FIRST AVENUE  
ARCADIA, CA 91006  
(626) 829-8300

601 W. FIRST AVENUE  
SPOKANE, WA 99201  
(509) 829-8300



# Measure “I” Background

- In November 2022, voters approved Measure “I” authorizing the District to sell up to \$215 million in general obligation (G.O.) bonds to support the District’s Master Construct & Implementation Program
- Based on current market conditions, the Proposition 39 tax rate constraint of \$30 per \$100,000 of assessed value, and the District’s effective bonding capacity, the District issued the first series of bonds form Measure “I” in the amount of approximately \$76.5 million
- The remaining authorization of \$138.5 million will be issued over time based on the need for funds and the availability of tax revenues to support the bond sales
- In addition, the District’s bonding capacity is expected to increase over time as assessed valuation grows and principal payments are made, reducing the amount of outstanding principal



# Overview of Bond Issuance Milestones

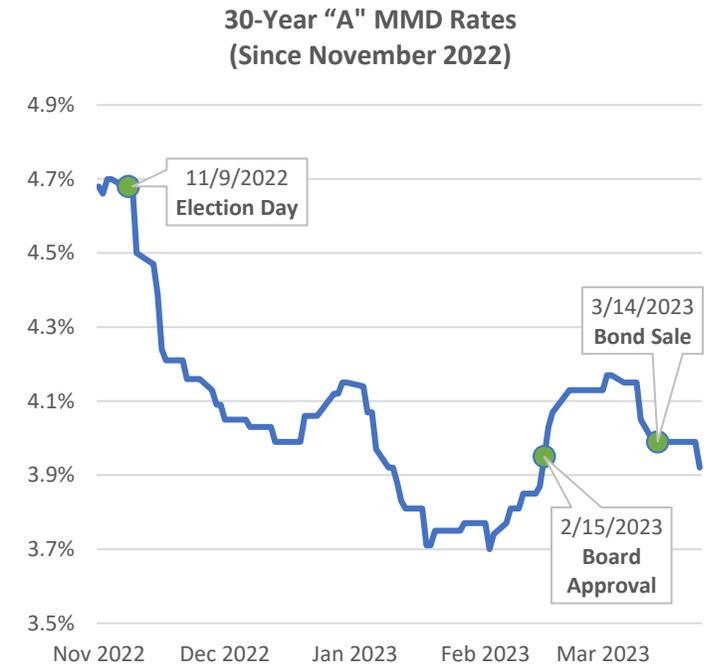
- **November 8, 2022** – Voters approve Measure “I” authorizing \$215 million in general obligation bonds for school facilities improvements
- **February 15, 2023** – The Board was presented information related to the Measure “I” Series A bond issuance, reviewed the transaction parameters, approved a resolution authorizing the issuance and sale of bonds, and directed the finance team to work with District staff to sell the bonds
- **March 6, 2023** – District staff presented relevant information to the S&P Global Ratings analysts to secure a bond credit rating
- **March 9, 2023** – A Preliminary Official Statement (bond prospectus) was made available to investors to inform them of credit factors related to the bonds
- **March 14, 2023** – The bonds were priced (sold and interest rates locked in) by District staff and the finance team
- **March 30, 2023** – The transaction closed; bond proceeds deposited into the District’s Facilities Fund held by the County funds are now available to fund projects

# District Credit Rating Process and Outcome

- The District's outstanding bonds currently carry a credit rating of "A+" and the District is required to seek an updated rating in anticipation of the sale of additional bonds
- A presentation was provided to the credit rating analysts and included information about the Board, District budgets, student enrollment, the local economy, and the structure of the bond issuance
- Staff effectively communicated the District's strengths, including the local economy within Ventura County and the Los Angeles metropolitan area, and the Board's prudent steps to improve the District's financial position; S&P Global specifically recognized the District's "positive operating results as a result of conservative budgeting" in their report
- These positive factors helped mitigate the analysts' concerns related to the challenges posed by declining enrollment, which could have placed a downward pressure on the rating
- Based on this interview, S&P Global affirmed the District's "A+" credit rating with a stable outlook, making the bonds desirable to investors and eliminating the need to purchase bond insurance

# Pricing of the Bond Issuance

- The underwriters opened an order period for the bond sale on the morning of March 14, 2023; the bonds were well received with 40 investors placing orders
- During the order period, the demand for the bonds was greater than the amount available to sell, enabling the financing team to further reduce the interest rate on certain maturities
- The \$76,515,000 in bonds were sold at an interest rate (TIC) of approximately 4.20%, which is below the rate of 4.35% estimated to the Board in February 2023
- This reduction in interest rates was driven by the low supply of bonds in the market, and is attributable to the timely action by the Board to authorize the sale, as well as a dip in bond interest rates due to indications that the inflation rate was slowing and general market instability
- The total amount of payments to repay the bonds is approximately \$151.4 million, and the repayment ratio (total payments to amount borrowed) is 1.98 to 1, which is well below the State's acceptable limit of 4.00 to 1



# Looking forward

- The District has successfully sold the first series of Measure “I” bonds, and funds are now available to continue the school facilities improvement programs
- The remaining authorization of \$138,485,000 will be issued over time, based on the need for funds and availability of tax revenues to support the bond sales
- The District has requested a Statutory debt limit waiver to increase its effective bonding capacity; the State Board of Education is scheduled to meet and consider the waiver request in May 2023
- Bond investors must be provided updated information about certain credit criteria on an annual basis, via filings on the Municipal Securities Rulemaking Board’s EMMA website
- S&P Global Ratings will review the bond credit rating periodically, and may request additional information or a follow-up interview with staff in the future
- The Citizen’s Oversight Committee must be provided bond expenditure information pursuant to the provisions of Prop. 39
- The finance team will continue to monitor future opportunities to refinance outstanding bonds, as permitted by market conditions

# General Information Exclusion Disclosure

**IMPORTANT: PLEASE REVIEW.** CFW Advisory Services, LLC (“CFW”) has prepared the attached materials. These materials consist of factual or general information (as defined in Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act, as amended, otherwise known as the “Municipal Advisor Rule”) including information regarding CFW’s professional qualifications and prior experience.

These materials have been prepared by CFW for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. To the extent that CFW provides any alternatives, options, views, analysis, calculations or examples in the attached information, such information is not intended to suggest that the municipal entity or obligated person could achieve particular results in any municipal securities transaction.

Any terms and conditions presented in the attached materials are subject to further discussion and negotiation. CFW does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. Where indicated, this presentation may contain information derived from sources other than CFW. While we believe such information to be accurate and complete, CFW does not guarantee the completeness and accuracy of this information. This material is based on information currently available to CFW or its sources and is subject to change without notice. Any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section B: Hearing

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section B: Hearing

**Public Hearing: Sunshine of the California School Employees Association, Chapter 272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

---

In accordance with Article 29, Term, of the current collective bargaining agreement between the California School Employees Association, Chapter 272 (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2022-2023 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act and conduct this Public Hearing before the parties meet to negotiate the articles listed on the attached.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations with CSEA for the 2022-2023 school year and any additional years, as may be mutually agreed upon by the parties.

**ADDITIONAL MATERIALS:**

**Attached:** [CSEA Sunshine Proposals 2022-23 COMPLETE \(three pages\)](#)



# OXNARD SCHOOL DISTRICT

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

April 19, 2023

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

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

Dear President Robles-Solis,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2022-23 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Torres, Assistant Superintendent, HR and Lead Negotiator  
Ms. Mitchell, Assistant Superintendent, Business Services  
Dr. Carroll, Director, Certificated Human Resources  
Dr. Shea, Director, Enrichment & Specialized Programs  
Ms. Lugotoff, Director of Child Nutrition Services  
Mr. Mares, Principal, Sierra Linda  
Mr. Miller, Director Facilities

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2020. Per OSD-CSEA contract agreement: Article 9 (Pay Allowances) and Article 13 (Health and Welfare Benefits) shall be opened for negotiations. The Parties mutually agreed to reopen the following articles for negotiations: Article 7 (Evaluations), Article 8 (Hours and Overtime), Article 14 (Annual Work Calendar & Holidays, Article 16 (Leaves), and Article 29 (Term of Agreement). In addition, the District plans to reopen the following articles for negotiations: Article 11 (Professional Growth Awards Program), Article 21 (Disciplinary Action), and any other articles mutually agreeable to both parties.

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

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the April 19, 2023 Board Meeting.

Sincerely



**Dr. Natalia Torres**  
Assistant Superintendent  
Human Resources

cc: Ms. Valerie Mitchell, Assistant Superintendent, Business Services  
Dr. Carroll, Director, Certificated Human Resources  
Dr. Aguilera- Fort, Superintendent  
Ms. Ilene Poland, CSEA President Oxnard School District, Chapter 272  
Mr. Christopher Crump, CSEA Labor Representative



# OXNARD SCHOOL DISTRICT

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

*Dr. Torres*  
*Assistant Superintendent,*  
*Human Resources*

*Dr. Lin*  
*Interim Director,*  
*Classified Human Resources*

**Oxnard School District**  
**2022-2023 Initial Sunshine Proposals to the**  
**California School Employees Association, Chapter 272**  
**Interest Based Problem Solving Proposals**

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2020. Per the OSD-CSEA contract agreement, the following articles shall be opened for negotiations:

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

The Parties mutually agreed to reopen the following articles:

- Article 7 Evaluations
  - The District seeks to discuss Evaluations for CSEA members.
- Article 8 Hours and Overtime
  - The District seeks to discuss hours and overtime for CSEA members.
- Article 14 Annual Work Calendar and Holidays
  - The District seeks to discuss the Annual Work Calendar and Holidays for CSEA members.
- Article 16 Leaves
  - The District seeks to discuss leaves for CSEA members.
- Article 29 Term of Agreement
  - The District seeks to discuss the Term of Agreement for CSEA members.

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

- Article 11 Professional Growth Awards Program
  - The District seeks to discuss the professional growth awards program for CSEA members.
- Article 21 Disciplinary Action
  - The District seeks to discuss disciplinary action for CSEA members.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section B: Hearing

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

---

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2023-2024 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act and conduct this Public Hearing before the parties meet to negotiate the articles listed on the attached.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

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

**ADDITIONAL MATERIALS:**

**Attached:** [OSSA Sunshine Proposals for 2023-2024 \(two pages\)](#)



# OXNARD SCHOOL DISTRICT

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

March 15, 2023

Ms. Robles-Solis  
President, Board of Trustees  
Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of OSSA and District Initial Proposals, 2023-2024*

Dear President Robles-Solis,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2023-2024 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of Hybrid Method of bargaining with elements of Interest Based Bargaining and Traditional Positional Bargaining, during negotiations, to address issues that arise by either party. The District negotiating team will include:

Dr. Torres, Assistant Superintendent, HR and Lead Negotiator  
Dr. DeGenna, Associate Superintendent of Educational Services  
Ms. Mitchell, Assistant Superintendent, Business Services  
Dr. Carroll, Director, Certificated Human Resources  
Dr. Jodi Nocero, Director, Pupil Services  
Allison Cordes, Principal  
Danielle Jefferson, Director of Special Education

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expired on June 30, 2022 and in effect until a new agreement is reached.

The District plans to negotiate the following three articles :

- Article 9 (Evaluations)
- Article 11 (Leave Provisions)
- Article 23 (Term)

Mutually Agreed Articles per current OSD-OSSA agreement: Article 16 (Salaries), Article 18 (Fringe Benefits)

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice and Public Hearing will be on the April 19, 2023. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA to discuss these articles.

Sincerely,

Natalia Torres, Ed.D.  
Assistant Superintendent of Human Resources  
And Chief Negotiator  
Oxnard School District



March 1, 2023

Dr. Natalia Torres  
Assistant Superintendent of Human Resources  
Oxnard School District

Dear Dr. Torres,

In accordance with Article 23- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter contract negotiations with the Oxnard School District for the 2023-2024 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and Facilitator Walter Schwartz.

The Association is looking forward to engaging in negotiations utilizing a hybrid approach of Interest Based Bargaining (IBB) and traditional positional bargaining per our settlement. We are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Shiri Hermesh, Erika Dowd, Annette Murguia, Monica Garcia, Irene Zavala, and Jennifer Miadich-Freilich.

The Association seeks to open the following articles:

Article 5 – Work Calendar

Article 9 – Evaluations

Article 17 – Professional Development

Sincerely,

Shiri Hermesh, President  
Oxnard Support Services Association

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Enrollment Report (Mitchell)**

---

District enrollment as of March 31, 2023 was 14,184. This is 257 less than the same time last year.

#### **FISCAL IMPACT:**

N/A

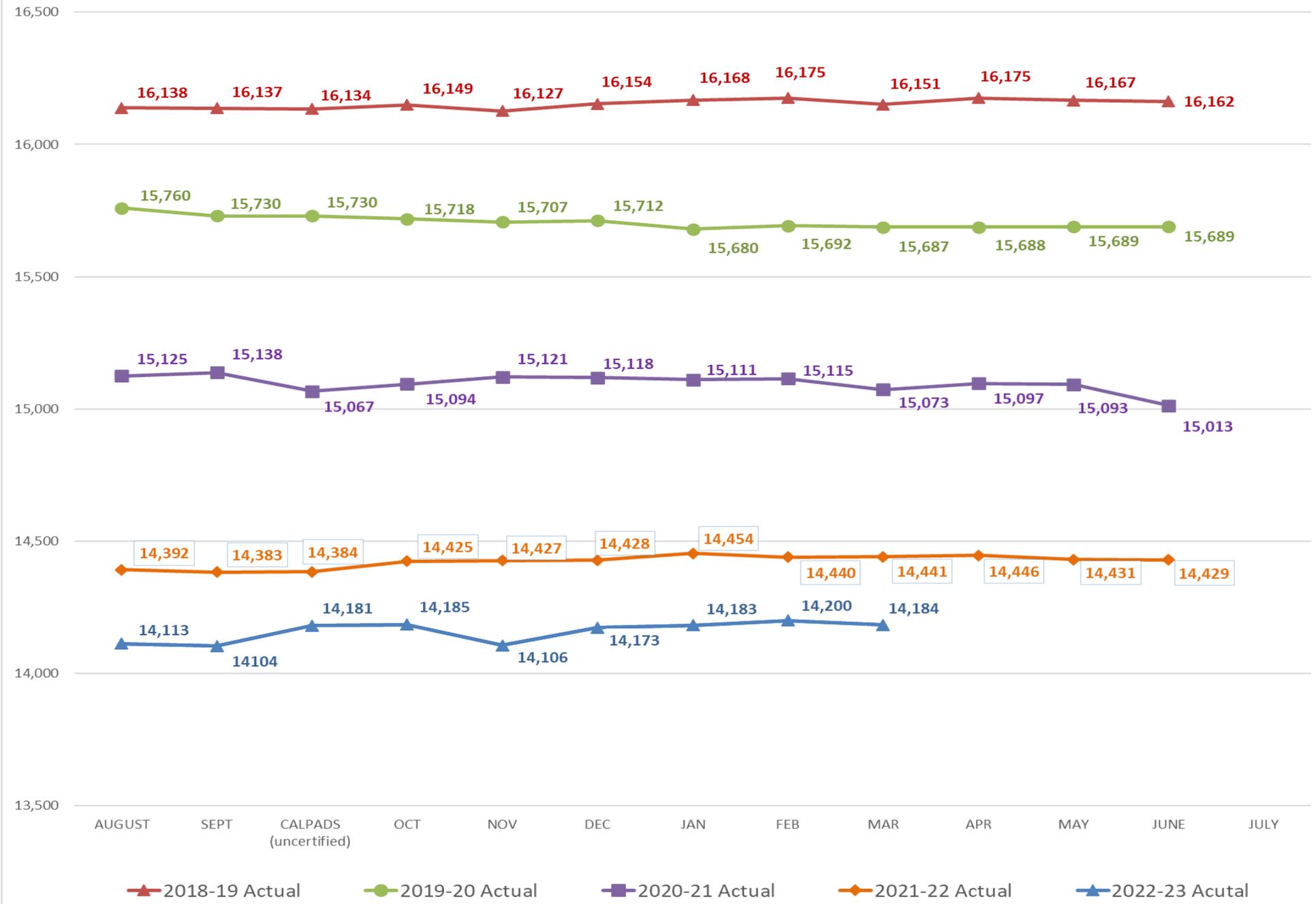
#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Request for Approval of Out-of-State Conference Attendance (Mitchell)**

---

The Board's approval is requested for Jason Corona, Interim Director of Child Nutrition Services, to attend Rich's Product's Annual K-12 Roundtable Event in Buffalo, New York, May 2-4, 2023. This event will provide K-12 school nutrition colleagues an opportunity to discuss challenges faced in the day-to-day operations and collaborate with peers and culinary professionals to develop strategies to build excitement within our school cafeterias.

#### **FISCAL IMPACT:**

None. All travel, accommodations, and meal expenses will be covered by Rich's Products.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve out-of-state conference attendance for Jason Corona, Interim Director of Child Nutrition Services, to attend Rich's Products Annual K-12 Roundtable Event in Buffalo, New York, May 2-4, 2023 as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Event Information \(2 pages\)](#)



# *Together,* **WE WIN**

## **RICH PRODUCTS ANNUAL K-12 ROUNDTABLE**

**WHEN:** May 2<sup>nd</sup> - May 4<sup>th</sup>, 2023

**WHERE:** Rich's World Headquarters – Buffalo, NY

We invite you to join your fellow K-12 colleagues for an opportunity to share successes and discuss challenges faced in your day-to-day operations. Collaborate with peers and culinary professionals to strengthen partnerships and develop strategies to build excitement within your cafeteria. We are very excited to welcome you to our 2023 event!



# WHAT'S ON THE MENU?

**TUESDAY**  
**MAY 2<sup>nd</sup>**

- Travel day to Buffalo, NY (*Arrive by 3pm*)
- Welcome Ice Breaker and Dinner

**WEDNESDAY**  
**MAY 3<sup>rd</sup>**

- Educational Sessions
- Peer Discussion & Sharing
- Product Innovation Testing
- Dinner

**THURSDAY**  
**MAY 4<sup>th</sup>**

- Culinary competition with attendees
- Evaluations and Closing Conversation
- Meeting close by 1pm

*Rich's will provide all costs of travel (transportation, hotel meals).  
We will request upon acceptance to event to fill out a short data profile sheet  
including general operation information, career background and success stories.*



INFINITE POSSIBILITIES.  
ONE FAMILY.

Explore Rich's K-12 Portfolio at  
<https://www.richsusa.com/k-12>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Duenez)**

---

In accordance with 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 Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- In 2022-23 a 10.0% on schedule salary increase retroactive to the 2022-23 FY
- In 2022-23 OEA Longevity to begin in year 12 (previously year 15) at 2.25% and will adjust by 1.5% every three years until year 33, retroactive to the 2022-23 FY
- In 2023-24 OEA Salary (credentialed teachers only) to start at Column C frozen for 2 years
- In 2023-24 OEA Salary Schedule, eliminating Column A, all non-credentialed teachers will stay in Column B
- In 2023-24 The teacher hourly rate to increase from \$45 to \$50 per hour
- In 2023-24 Benefits - the OEA benefits Medical Cap increase of \$781 to \$15,000

#### **FISCAL IMPACT:**

1. 2022-23 10% on schedule salary increase retroactive to 07/01/2022. Fiscal Impact: \$8,367,169 to be paid from General Fund and various resources.
2. 2022-23 Longevity increase adjustments retroactive to 07/01/22. Fiscal impact: \$664,198 to be paid form General Fund and various resources.
3. 2023-24 Salary credentialed teacher to start at Column C, frozen for 2 years. Fiscal Impact: \$36,793 to be paid from General Fund and various resources.
4. 2023-24 OEA Teacher Hourly rate from \$45 to \$50. Fiscal Impact: \$204,204 to be paid from General Fund and various resources.
5. 2023-24 Benefits – Medical cap increase of \$781 to \$15,000 effective 10/01/2023 = Fiscal Impact: \$582,626 to be paid from the General Fund and various resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Interim Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining

Agreement” form for OEA as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with OEA \(5 pages\)](#)

# 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: OEA - Oxnard Educators Association

The proposed agreement covers the period:  
 Beginning: July 1, 2022  
 Ending: June 30, 2023

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: April 19, 2023

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2022-23	For Multi-year Agreements	
			Year 2 2023-24	Year 3 2024-25
1. Salary Schedule - Increase/(Decrease)	\$ 68,119,906.00	\$ 6,811,991 10.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ 540,746 7.94%	\$ 29,954 0.44%	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 0 0.00%	\$ 166,250 2.44%	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 15,551,775	\$ 1,678,630 10.79%	\$ 44,793 0.29%	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 10,872,950	\$ 0 0.00%	\$ 671,660 6.18%	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 94,544,631	\$ 9,031,367 9.55%	\$ 912,657 0.97%	\$ %
7. Total Number (FTE) of Represented Employees	# 860	# 860	# 860	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 109,936	\$ 10,502 9.55%	\$ 1,061 0.97%	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 285	\$ 313 9.82%	\$ 313 9.82%	\$ %
-Maximum Daily Rate	\$ 606	\$ 681 12.38%	\$ 681 12.38%	\$ %
-Substitute Daily Rate	\$ 140	\$ 140 0.00%	\$ 140 0.00%	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$ 4,206	\$ 4,206	\$ 4,206	\$
- District Cost Annual H&W Benefit amount per FTE	\$ 14,219	\$ 14,219	\$ 15,000	\$
- Current Negotiated H&W Cap amount per FTE	\$ 14,219	\$ 14,219	\$ 15,000	\$

**Please include comments and explanations as necessary:**

- In 2022-23 the OEA Salary Schedule shall be increased by 10.0% on-schedule, retroactive to July 1, 2022.
- In 2022-23 OEA Longevity will begin in year 12 (previously began year 15) at 2.25% and will adjust by 1.5% every three years until year 33.
- In 2023-24 OEA Salary (credentialed teachers only) to start at Column C frozen for 2 years.
- In 2023-24 OEA Salary Schedule, eliminating Column A, all non-credentialed teachers will stay in Column B.
- In 2023-24 Teacher Hourly Rate increased from \$45 to \$50 per hour for a total cost including statutory benefits \$204,205.
- In 2023-24 OEA Employee Benefits Cap will increase to \$15,000, previously \$14,219.

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

Revisions to contract articles on 90 additional minutes of paraeducator support were agreed upon. In addition, MOUs were agreed upon for Tk and Kindergarten daily hours to match other primary grades.

**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.):**

Tk and Kindergarten daily hours (Annual Instructional Minutes) are increased to a full day program to match Grades 1-3.

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

The Term of the agreement is one year, with the exception of the health and welfare cap which will increase in 2023-24.

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

Based on the assumptions and multiyear projection data at 2nd Interim, this agreement will increase deficit financing in the 2024-25 fiscal year; however, this may not be the case once the 2023-24 state budget is approved and assumptions are revised for the 2023-24 Adopted Budget.

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Sources of funding for the proposed agreement are General Fund, LCFF Supplemental & Concentration funds, Title funds, Special Education funds, Expanded Learning Opportunity Program and ASES funds and ESSER funds for the retro salary payments for the 2022-23 fiscal year.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

In future years, the ongoing cost of the proposed agreement will be funded from annual COLA and other increases to LCFF funding.

**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):**

Not Applicable

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2022-23 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	197,934,106	0	0	197,934,106
Remaining Revenues (8100-8799)	130,213,650	0	0	130,213,650
<b>TOTAL REVENUES</b>	<b>328,147,756</b>	<b>0</b>	<b>0</b>	<b>328,147,756</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	103,432,590	7,352,737	0	110,785,327
2000 Classified Salaries	38,056,844	0	0	38,056,844
3000 Employees' Benefits	55,076,621	1,678,630	0	56,755,251
4000 Books and Supplies	18,713,202	0	0	18,713,202
5000 Services and Operating Expenses	52,697,709	0	0	52,697,709
6000 Capital Outlay	4,335,478	0	0	4,335,478
7100-7499 Other	1,983,315	0	0	1,983,315
<b>TOTAL EXPENDITURES</b>	<b>274,295,759</b>	<b>9,031,367</b>	<b>0</b>	<b>283,327,126</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>53,851,997</b>	<b>(9,031,367)</b>	<b>0</b>	<b>44,820,630</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>53,851,997</b>	<b>(9,031,367)</b>	<b>0</b>	<b>44,820,630</b>
<b>BEGINNING BALANCE</b>	83,396,683	0	0	83,396,683
<b>CURRENT YEAR ENDING BALANCE</b>	<b>137,248,680</b>	<b>(9,031,367)</b>	<b>0</b>	<b>128,217,313</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	77,000,215	0	0	77,000,215
Committed (9750 / 9760)	32,698,889	0	0	32,698,889
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	27,429,576	0	0	27,429,576
Unappropriated Amounts (9790)	0	(9,031,367)	0	(9,031,367)

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary:

---



---



---



---



---



---



---



---

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	197,934,106	207,378,526	201,634,741
Remaining Revenues (8100-8799)	130,213,650	72,178,085	72,869,422
<b>TOTAL REVENUES</b>	<b>328,147,756</b>	<b>279,556,611</b>	<b>274,504,163</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	110,785,327	103,804,733	104,181,715
2000 Classified Salaries	38,056,844	38,551,583	39,052,753
3000 Employees' Benefits	56,755,251	56,613,118	56,816,692
4000 Books and Supplies	18,713,202	19,356,936	19,893,123
5000 Services and Operating Expenses	52,697,709	54,510,511	56,020,452
6000 Capital Outlay	4,335,478	3,040,000	2,040,000
7100-7499 Other	1,983,315	1,771,519	1,665,148
<b>TOTAL EXPENDITURES</b>	<b>283,327,126</b>	<b>277,648,400</b>	<b>279,669,883</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>44,820,630</b>	<b>1,908,211</b>	<b>(5,165,720)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>44,820,630</b>	<b>1,908,211</b>	<b>(5,165,720)</b>
<b>BEGINNING BALANCE</b>	<b>83,396,683</b>	<b>128,217,313</b>	<b>130,125,524</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>128,217,313</b>	<b>130,125,524</b>	<b>124,959,804</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	77,000,215	66,237,846	54,930,578
Committed (9750 / 9760)	32,698,889	45,034,205	50,973,605
Assigned (9780)	(9,031,367)	(9,031,367)	(9,031,367)
Reserve for Economic Uncertainties (9789)	27,429,576	27,764,840	27,966,988
Unappropriated Amounts (9790)	0	0	0

**Multi-Year Projections Assumptions:** \_\_\_\_\_  
 Assumptions are those used for the 2022-23 Second Interim Budget, including the SSC Dartboard and Governor's Budget Proposal.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 283,327,126	\$ 277,648,400	\$ 279,669,883
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 8,499,814	\$ 8,329,452	\$ 8,390,096

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 27,429,576	\$ 27,764,840	\$ 27,966,988
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	\$ 27,429,576	\$ 27,764,840	\$ 27,966,988

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

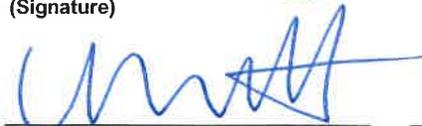
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
District Superintendent  
(Signature)

Karlingbulera-Fort  
Printed Name

4/4/2023  
Date

  
District Chief Business Official  
(Signature)

Valerie Mitchell  
Printed Name

4/4/23  
Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Duenez)**

---

In accordance with 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 Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with Management and Confidential are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- In 2022-23 a 10.0% on-schedule salary increase, retroactive to 2022-23 fiscal year - Total Cost with fringe benefits \$1,398,171
- In 2022-23 a Re-bench of Longevity as follows: Year 6 \$1,808, Year 9 \$3,615, Year 12 \$5,423, Year 15 \$7,230, Year 18 \$9,038, Year 21 \$10,845, Year 24 \$12,653 retroactive to 2022-23 fiscal year - Total Cost with fringe benefits \$106,136
- In 2023-24 a 3.0% increase to Certificated Management Directors only - Total Cost including fringe benefits \$39,036
- In 2023-24 Doctoral Stipend increase to \$1,000 from \$750 – Total Cost including fringe benefits \$3,685
- In 2023-24 Increase to the annual health benefit contribution cap to \$15,000, from \$14,219 – Total Cost \$62,480

#### **FISCAL IMPACT:**

In 2022-23 Total fiscal impact is \$1,504,307 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

In 2023-24 Total fiscal impact is \$105,201 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Interim

Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management and Confidential as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with MGMT & CONF \(5 pages\)](#)

# 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: Management & Confidential Non-Represented Employees

The proposed agreement covers the period: Employee Type:  
 Beginning: July 1, 2022 Certificated: X  
 Ending: June 30, 2023 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: April 19, 2023

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2022-23	For Multi-year Agreements Year 2 2023-24	Year 3 2024-25
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 11,167,667.00	\$ 1,116,767 10.00%	\$ 30,907 2.77%	\$ %
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	<b>Other Compensation</b> - Longevity (Stipends, Bonuses, Etc)		\$ 97,605 8.74%	\$ 3,000 0.27%	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,899,352	\$ 289,935 10.00%	\$ 8,814 3.04%	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 1,105,100	\$ %	\$ 62,480 5.65%	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 15,172,119	\$ 1,504,307 9.91%	\$ 105,201 0.69%	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 80	# 80	# 80	#
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 189,651	\$ 18,804 9.91%	\$ 1,315 0.69%	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

**Please include comments and explanations as necessary:**

In 2022-23 the Management & Confidential Non-Represented employees Salary Schedule shall be increased by 10.0% on-schedule, retroactive to July 1, 2022.

In 2022-23 the Management & Confidential Non-Represented Longevity has been re-benched as follows: Year 6 \$1,808, Year 9 \$3,615, Year 12 \$5,423, Year 15 \$7,230, Year 18 \$9,038, Year 21 \$10,845, Year 24 \$12,653 retroactive to July 1 2022.

In 2023-24 the Certificated Management Directors only, shall be increased by 3%.

In 2023-24 Doctoral Stipend Increase to \$1,000 from \$750 for an additional \$250.

In 2023-24 Management & Confidential Non-Represented Employee Benefits Cap will increase to \$15,000, previously \$14,219.

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. 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?**

NO

---

---

---

---

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Current year cost of the 10% on-schedule and Longevity Re-benching retro amounts to be paid for from General Fund and various resources.

---

---

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

The ongoing cost of the salary agreement will be funded from General Fund unrestricted and restricted funds as applicable for the various Management and Confidential positions.

---

---

**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):**

In future years the cost of the 3% Salary agreement and increase to Doctoral Stipend will be funded from General Fund unrestricted and restricted funds as applicable for the various Management Certificated Director positions.

---

---

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2022-23 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>		PAGE 1		
LCFF Revenues (8010-8099)	197,934,106	0	0	197,934,106
Remaining Revenues (8100-8799)	130,213,650	0	0	130,213,650
<b>TOTAL REVENUES</b>	<b>328,147,756</b>	<b>0</b>	<b>0</b>	<b>328,147,756</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	103,432,590	836,235	7,352,737	111,621,562
2000 Classified Salaries	38,056,844	280,532	0	38,337,376
3000 Employees' Benefits	55,076,621	387,540	1,678,630	57,142,791
4000 Books and Supplies	18,713,202	0	0	18,713,202
5000 Services and Operating Expenses	52,697,709	0	0	52,697,709
6000 Capital Outlay	4,335,478	0	0	4,335,478
7100-7499 Other	1,983,315	0	0	1,983,315
<b>TOTAL EXPENDITURES</b>	<b>274,295,759</b>	<b>1,504,307</b>	<b>9,031,367</b>	<b>284,831,433</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>53,851,997</b>	<b>(1,504,307)</b>	<b>(9,031,367)</b>	<b>43,316,323</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>53,851,997</b>	<b>(1,504,307)</b>	<b>(9,031,367)</b>	<b>43,316,323</b>
<b>BEGINNING BALANCE</b>	83,396,683	0	0	83,396,683
<b>CURRENT YEAR ENDING BALANCE</b>	<b>137,248,680</b>	<b>(1,504,307)</b>	<b>(9,031,367)</b>	<b>126,713,006</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	77,000,215	0	0	77,000,215
Committed (9750 / 9760)	32,698,889	0	0	32,698,889
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	27,429,576	0	0	27,429,576
Unappropriated Amounts (9790)	0	(1,504,307)	(9,031,367)	(10,535,674)

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	197,934,106	207,378,526	201,634,741
Remaining Revenues (8100-8799)	130,213,650	72,178,085	72,869,422
<b>TOTAL REVENUES</b>	<b>328,147,756</b>	<b>279,556,611</b>	<b>274,504,163</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	111,621,562	103,804,733	104,181,715
2000 Classified Salaries	38,337,376	38,551,583	39,052,753
3000 Employees' Benefits	57,142,791	56,613,118	56,816,692
4000 Books and Supplies	18,713,202	19,356,936	19,893,123
5000 Services and Operating Expenses	52,697,709	54,510,511	56,020,452
6000 Capital Outlay	4,335,478	3,040,000	2,040,000
7100-7499 Other	1,983,315	1,771,519	1,665,148
<b>TOTAL EXPENDITURES</b>	<b>284,831,433</b>	<b>277,648,400</b>	<b>279,669,883</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>43,316,323</b>	<b>1,908,211</b>	<b>(5,165,720)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>43,316,323</b>	<b>1,908,211</b>	<b>(5,165,720)</b>
<b>BEGINNING BALANCE</b>	83,396,683	126,713,006	128,621,217
<b>CURRENT YEAR ENDING BALANCE</b>	<b>126,713,006</b>	<b>128,621,217</b>	<b>123,455,497</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	77,000,215	66,237,846	54,930,578
Committed (9750 / 9760)	32,698,889	45,034,205	50,973,605
Assigned (9780)	(10,535,674)	(10,535,674)	(10,535,674)
Reserve for Economic Uncertainties (9789)	27,429,576	27,764,840	27,966,988
Unappropriated Amounts (9790)	0	0	0

**Multi-Year Projections Assumptions:**

Assumptions are those used for the 2022-23 Second Interim Budget, including the SSC Dartboard and Governor's Budget Proposal.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 284,831,433	\$ 277,648,400	\$ 279,669,883
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 8,544,943	\$ 8,329,452	\$ 8,390,096

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 27,429,576	\$ 27,764,840	\$ 27,966,988
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	\$ 27,429,576	\$ 27,764,840	\$ 27,966,988

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Dr. Karling Aguilera-Fort  
 Printed Name

4-11-23  
 Date

  
 District Chief Business Official  
 (Signature)

Valerie Mitchell  
 Printed Name

4-11-23  
 Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Purchase Order/Draft Payment Report #22-08 (Mitchell /Franz)**

---

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

1. A listing of Purchase orders issued 3/03/2023 through 3/29/2023 for the 2022-2023 school year, for \$2,540.047.14.
2. There are no Draft Payments issued from 3/03/2023 through 3/29/2023, for the 2022-2023 school year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-08 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #22-08 \(18 Pages\)](#)

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00082	Gold Star Foods	640	SUP	130-9320	1,349.28
NP23-00083	P And R Paper Supply Co	640	MATL/SUP	130-9320	6,959.28
NP23-00084	ePallet, Inc.	640	SUP	130-9320	8,047.80
NP23-00085	Gold Star Foods	640	SUP	130-9320	1,290.92
NP23-00086	P And R Paper Supply Co	640	MATL/SUP	130-9320	10,906.02
NP23-00087	Gold Star Foods	640	SUP	130-9320	1,866.00
NP23-00088	Gold Star Foods	640	SUP	130-9320	446.04
NP23-00089	Sysco Food Services Of Ventura	640	SUP	130-9320	1,203.93
NP23-00090	P And R Paper Supply Co	640	MATL/SUP	130-9320	7,116.80
NP23-00091	Gold Star Foods	640	SUP	130-9320	115.64
P23-03952	CDW G	300	SUBSCRIPTION-ZOOM/Webinar	010-5818	75,964.77
P23-03953	SHERATON PASADENA HOTEL	032	CONF - Instructional	010-5200	596.72
P23-03954	CASBO	210	Serv	010-5800	490.00
P23-03955	Gopher Sport	042	Materials and Supplies Instructional	010-4300	985.77
P23-03956	Editorial Projects in Ed, Inc Education Week	100	EdWEEK Leadership Symposium	010-5200	549.00
P23-03957	Every Special Child LLC	380	SERV(PARA-A.FRANCO)	010-5100	39,200.00
P23-03958	Every Special Child LLC	380	SERV(PARA-E.FLORES)	010-5100	34,000.00
P23-03959	Every Special Child LLC	380	SERV(PARA-Y. SIERRA)	010-5100	38,400.00
P23-03960	Every Special Child LLC	380	SERV(PARA-R. GUERRERO)	010-5100	37,200.00
P23-03961	Every Special Child LLC	380	SERV(PARA-J.GARCIA)	010-5100	38,000.00
P23-03962	Every Special Child LLC	380	SERV(PARA-R. ALVARADO)	010-5100	38,000.00
P23-03963	Every Special Child LLC	380	SERV(PARA-C. GODINA)	010-5100	37,200.00
P23-03964	Every Special Child LLC	380	SERV(PARA-J. LOPEZ DAVINA)	010-5100	37,200.00
P23-03965	Every Special Child LLC	380	SERV(PARA-B.HURD)	010-5100	37,200.00
P23-03966	Every Special Child LLC	380	SERV(PARA-J.CISNEROS)	010-5100	36,000.00
P23-03967	Every Special Child LLC	380	SERV(PARA-D.QUINTERO)	010-5100	35,200.00
P23-03968	Every Special Child LLC	380	SERV(PARA-A.GUTIERREZ)	010-5100	37,200.00
P23-03969	TARGET CORPORATE GIFTCARDS	360	Gift card purchase using Driscolls Donation	010-4300	5,633.00
P23-03970	Starfall Education Foundation	066	SOFTWARE-Instructional	010-5818	355.00
P23-03971	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	380	MAT/SUPL (LCAP 1:13)	010-4300	3,500.00
P23-03972	MARK GRIFFITHS	048	Assembly - Making Good Choices	010-5800	850.00
P23-03973	Tobii Dynavox LLC	380	MAT/SUPL (LCAP 1:13)	010-4300	326.66
P23-03974	Urbane Cafe Alex Bello-Mgr	032	Matl/Sup	010-4300	330.00
P23-03975	Perma Bound Books	046	BOOKS/SUPPLY-INSTRUCTION	010-4200	7,500.01
P23-03976	Newsela, Inc	036	serv - instructional	010-5818	7,260.00
P23-03977	Ashton Awards Inc Aswell Troph y	056	Matl/Supp-Instructional	010-4300	36.49
P23-03978	WSBH ENTERPRISES INC DOMINICK' S ITALIAN RESTAURANT	052	MATL/SUPL-Parent Participation	010-4300	655.50
P23-03979	Nasco	046	MATL/SUPPLY-INSTRUCTION	010-4300	290.85
P23-03980	ESGI, LLC	040	SFTWR APPS	010-5818	936.00

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

ESCAPE ONLINE

Page 1 of 18

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03981	SCHOOL TECH SUPPLY	054	mat\sup- computer	010-4318	75.54
P23-03982	SCHOOL TECH SUPPLY	044	MATERIALS & SUPPLIES	010-4418	895.84
P23-03983	SCHOOL TECH SUPPLY	041	Mat/Sup - Instructional	010-4300	129.25
P23-03984	SCHOOL TECH SUPPLY	052	MATL/SUPL-Inst	010-4318	7,642.04
P23-03985	Lakeshore Learning Materials	060	Materials/SUP- Ms. Pera	010-4300	214.59
P23-03986	SCHOOL TECH SUPPLY	036	mat\sup - instructional	010-4418	7,278.53
P23-03987	IMAGE APPAREL FOR BUSINESS	635	SERV (22-23 GROUNDS UNIFORMS - DANIEL FITZ)	010-5800	111.10
P23-03988	Grammarly, Inc	200	SERV	010-5818	144.00
P23-03989	Ventura Co Star	200	PUB	010-5800	2,163.00
P23-03990	Amazon Com	380	MAT/SUPP (LCAP 1.13)	010-4300	407.51
P23-03991	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	179.57
P23-03992	Walmart	042	Materials and Supplies	010-4300	260.51
P23-03993	ADAPTIVE LEARNING LLC	059	Materials & Supplies	010-4300	115.47
P23-03994	Amazon Com	059	Materials & Supplies- Classroom Funds, M. Pantoja	010-4300	239.09
P23-03995	Walmart	059	Materials & Supplies	010-4300	150.00
P23-03996	Amazon Com	059	Materials & Supplies	010-4300	364.97
P23-03997	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	381.07
P23-03998	Amazon Com	051	MAT/SUPLIES (Instructional)	010-4300	29.45
P23-03999	Amazon Com	320	mat/sup - LCAP 1.18 ELPAC	010-4300	80.66
P23-04000	Amazon Com	630	Grounds Materials and Supplies	010-4300	35.13
P23-04001	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	229.12
P23-04002	Island Packers Co	055	SERV/SUPP CONC & TITLE 1 (GOAL 1.24)	010-5800	4,000.00
P23-04003	Art Trek	051	SERV/T1 (GOAL 1)	010-5800	13,537.50
P23-04004	Hyatt Regency Long Beach	100	Conference and Travel	010-5200	2,137.99
				010-5224	1,603.49
				010-5225	2,137.99
				010-5228	2,137.99
P23-04005	Historic Mission Inn Corp.	380	Hotel for staff attending conference(LPAC ADR)	010-5200	4,128.00
P23-04006	Office Depot Bus Ser Div	380	MAT & SUPP (LCAP 1.13)	010-4300	89.57
P23-04007	Uline	385	MAT/SUP- Storage cabinet	010-4400	959.96
P23-04008	SKATING PLUS	051	SERV	010-5800	2,321.00
P23-04009	VANAMAN GERMAN LLP	380	SERV-Attorney Fees (NC)	010-5899	4,500.00
P23-04010	VANAMAN GERMAN LLP	380	SERV-Attorney Fees (WH)	010-5899	10,000.00
P23-04011	Office Depot Bus Ser Div	046	MATL/SUPPLY-INSTRUCTION	010-4300	2,371.48
P23-04012	SANTA BARBARA ZOO	056	Entrance Fee	010-5800	576.00
P23-04013	Perma Bound Books	053	Books-Instructional	010-4200	3,776.24
P23-04014	HHC TRS PORTSMOUTH LLC RENAISS ANCE PALM SPRINGS HOTEL	315	CONF LCAP 1.20	010-5200	333.14
P23-04015	Amazon Com	060	Material-SUP-Ins- Ms. Flores	010-4300	113.75
P23-04016	Amazon Com	060	Materials/SUP-Ins - Ms. Flores (2)	010-4300	108.81

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

ESCAPE ONLINE

Page 2 of 18

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04017	Amazon Com	060	Material/SUP-Ins- Ms. Garcia RSP	010-4300	122.44
P23-04018	Residence Inn Downtown Long Beach	660	Hotel-2023 CASBO Annual Conference	010-5200	1,113.76
P23-04019	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	23.84
P23-04020	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS	010-4200	137.69
P23-04021	Ventura Co Office Of Education	004	TRAV/CONF	010-5200	3,000.00
P23-04022	Amazon Com	360	Supplies - LCAP 3.01	010-4300	206.23
P23-04023	OXNARD COLLEGE	210	serv	010-5800	50.00
P23-04024	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	70.03
P23-04025	Amazon Com	060	Material/SUP-Ins. Ms. Pascual	010-4300	191.22
P23-04026	Amazon Com	056	Matl/Sup- Instructional	010-4300	153.58
P23-04027	SANTA BARBARA ZOO	058	Santa Barbara Zoo Field Trip	010-5800	472.00
P23-04028	Amazon Com	355	MATERIALS FOR MATH - LCAP 1.05	010-4300	1,245.12
P23-04029	Dial Security	630	Professional Servcie / Frank	010-5800	325.00
P23-04030	Dial Security	630	Repair / Elm	010-5632	5.00
P23-04031	Dial Security	630	Professional Service / Fire Monitoring	010-5800	738.00
P23-04032	Ventura Co Star	600	SERV-Legal Ad-Public Hearing.TRANS PLAN	010-5800	85.28
P23-04033	AutoCache Inc. dba. FleetZOOM	004	PROF SERV	010-5800	150.00
P23-04034	Central Restaurant Products	640	MATL/SUP	010-4300	2,842.43
P23-04035	AutoCache Inc. dba. FleetZOOM	004	PROF SERV	010-5800	360.00
P23-04036	Total School Solutions	660	Director of Fiscal Services Academy	010-5200	5,199.00
P23-04037	Office Depot Bus Ser Div	003	stores supplies	010-9320	2,395.11
P23-04038	Total School Solutions	630	Conference / Marcos Lopez	010-5200	5,199.00
P23-04039	CharacterStrong, LLC	380	BOOKS(PSYCH/SPEECH)	010-4200	1,104.00
P23-04040	Apple Computer Inc	054	matl/sup-instructional	010-4318	1,009.36
P23-04041	Demco Inc	052	MATL/SUPL-Instructional	010-4200	360.38
P23-04042	CUE, INC	380	CONF (CUE- PS & Teacher) LR	010-5200	1,556.00
P23-04044	Play With A Purpose	059	Materials & Supplies- Infant Department	010-4300	13,352.96
P23-04045	Children's Museum of Santa Barbara, MOXI	032	SERV - Instructional	010-5800	896.00
P23-04046	Children's Museum of Santa Barbara, MOXI	032	SERV - Instructional	010-5800	528.00
P23-04047	Children's Museum of Santa Barbara, MOXI	032	SERV - Instructional	010-5800	506.00
P23-04048	Children's Museum of Santa Barbara, MOXI	032	SERV - Instructional	010-5800	506.00
P23-04049	BARNES AND NOBLE BOOKSELLERS, INC.	059	Books Other Than Textbooks	010-4200	150.00
P23-04050	LECTURA INC LATINO FAMILY LITE RACY PROJECT	059	Books Other Than Textbooks- Infant Department	010-4200	3,576.00
P23-04051	Superior Sanitary Supplies	630	Custodial Equipment	010-4400	11,660.30
P23-04052	Central Institute For The Deaf	380	MAT/SUPL (LCAP 1:13)	010-4300	36.00
P23-04053	School Life, div of ImageStuff	040	MATL/SUPP	010-4300	162.07
P23-04054	Headsets Com Inc	210	matl/supp	010-4300	381.28

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

ESCAPE ONLINE

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04055	GREENWOOD PUB GROUP LLC HEINEM ANN	032	BKS - Instructional	010-4200	498.70
P23-04056	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	345	Serv-LCAP Goal 1,04 Pathway	010-5800	20,288.24
P23-04057	Urbane Cafe Alex Bello-Mgr	200	MATL/SUPP (Admin. Academy)	010-4300	500.00
P23-04058	BARNES AND NOBLE BOOKSELLERS, INC.	360	Books- LCAP 3.01	010-4200	488.13
P23-04059	PANERA BREAD COMPANY PANERA LL C	200	MATL/SUPP (Admin. Academy)	010-4300	500.00
P23-04060	Infant Development Assoc of CA	059	Travel & Conference	010-5200	145.00
P23-04061	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	380	SERV(OT-T.GHORBANI)	010-5100	57,320.00
				010-5800	25,000.00
P23-04062	BSN Sports	003	stores supplies	010-9320	454.48
P23-04063	Petroleum Telcom Inc DBA Telec om	052	MATL/SUPL-Instr	010-4300	327.05
P23-04064	CASBO	660	CONF-CASBO Apr 2023 - Attendee: Juanita Marquez	010-5200	975.00
P23-04065	School Datebooks	036	matl/sup - instructional	010-4300	3,870.40
P23-04066	Rochester 100, Inc	036	matl/sup - instructional	010-4300	1,693.38
P23-04067	S & S WORLDWIDE, INC	315	MATL/SUPL LCAP 1.6	010-4300	1,341.94
P23-04068	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	300	CONF-LCAP Goal 1,32 (Classified Staff Event)	010-5800	8,164.88
P23-04069	Children's Museum of Santa Bar bara, MOXI	036	serv- instructional	010-5800	654.00
P23-04070	SCHOOL SERVICES OF CALIFORNIA, INC.	660	Reg. SACS 101 - Budget Dev. Webinar - Mayte Duenez	010-5200	275.00
P23-04071	SIGNET CONTROLS, INC	630	Professional Service / Frank	010-5800	5,040.00
P23-04072	SIGNET CONTROLS, INC	630	Professional Service / Frank	010-5800	1,680.00
P23-04073	Pioneer Chemical Co	003	stores supplies	010-9320	1,284.52
P23-04074	United Refrigeration Inc	630	HVAC Equipt / McAuliffe	010-4400	1,351.43
P23-04075	Dell Direct Sales Lp	300	COMP EQUIP - LCAP 1.32 (Dr. Ana DeGenna-Upgrades)	010-6418	6,432.07
P23-04076	Ventura Co Office Of Education	380	SERV (JV120313)	010-5800	9,765.61
P23-04077	Ventura Co Office Of Education	380	SERV (MA102113)	010-5800	10,962.84
P23-04078	Amazon Com	100	SUPPLIES	010-4300	345.59
P23-04079	Gold Star Foods	640	SUP	130-4700	1,566.40
P23-04080	WESTIN LONG BEACH	300	Conf- Title III-LCAP 3.01	010-5200	22,772.22
P23-04081	CORRY BANKS BEATPPL INC	046	MTLS/ED FOUNDATION GRANT (M. SHUMAN)	010-4300	700.00
P23-04082	ACSA/FEA	100	ACSA Lead With Pride Summit	010-5200	499.00
P23-04083	UNDERWOOD FAMILY FARMS LP	036	serv-instructional	010-5800	1,010.00
P23-04084	River Ridge Golf Club	100	Cabinet Retreat 3/11/23	010-5800	1,069.07
P23-04085	Amazon Com	046	MTLS/ED FOUNDATION GRANT (K.MELLO)	010-4300	666.05

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

ESCAPE ONLINE

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04086	Amazon Com	036	MTLS/ED FOUNDATION GRANT (N.CRAIG)	010-4300	708.80
P23-04087	PSP TRS CORP. ACE HOTEL & SWIM CLUB	380	CONF (PS & Teacher- CUE) LR	010-5200	7,752.40
P23-04088	Grainger Inc	003	stores supplies	010-9320	2,383.94
P23-04089	Gametime, Inc	630	Def Maint / Equipt / Kamala Slide	140-6173	8,465.04
P23-04090	Town And Country Resort &	100	Hotel for ACSA Lead with Pride	010-5200	750.01
P23-04091	Grand Hyatt Washington	100	EDWEEK Hotel Reservation	010-5200	2,036.08
P23-04092	WESTGROUP KONA KAI, LLC	100	Leadership Associates Summer Ins. Hotel	010-5200	553.00
P23-04093	Ventura Co Office Of Education	380	SERV (JB080313)	010-5100	6,377.75
				010-5800	25,000.00
P23-04094	Ventura Co Office Of Education	380	SERV (JV030409)	010-5800	18,029.50
P23-04095	Ventura Co Office Of Education	380	SERV (JM111710)	010-5100	15,546.75
				010-5800	25,000.00
P23-04096	Ventura Co Office Of Education	380	SERV (EG061410)	010-5100	3,804.40
				010-5800	25,000.00
P23-04097	Ventura Co Office Of Education	380	SERV (JV120313)	010-5100	29,757.25
				010-5800	25,000.00
P23-04098	Amazon Com	380	Materials & supplies for Lyndy R. (LCAP 1.3)	010-4300	169.19
P23-04099	Amazon Com	380	Materials & supplies for Devon V. (LCAP 1.3)	010-4300	237.94
P23-04100	Amazon Com	380	Materials & supplies for Devon V. (LCAP 1.3)	010-4300	43.73
P23-04101	Amazon Com	380	Materials & supplies for Aimee V. (LCAP 1.3)	010-4300	129.53
P23-04102	Amazon Com	380	Materials & supplies for LeeAnn P. (LCAP 1.13)	010-4200	23.06
P23-04103	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	26.38
P23-04104	Amazon Com	380	Materials & supplies for Olivia S. (LCAP 1.3)	010-4300	236.26
P23-04105	COSTCO WHOLESALE CORPORATION	380	MAT/SUPP (LCAP 1.13)	010-4300	373.73
P23-04106	Amazon Com	380	Materials & supplies for Olivia S. (LCAP 1.3)	010-4300	58.21
P23-04107	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	125.85
P23-04108	Amazon Com	380	Materials & supplies for Annabelle C. (LCAP 1.3)	010-4200	29.00
P23-04109	Amazon Com	380	Materials & supplies for Lauren M. (LCAP 1.3)	010-4300	107.76
P23-04110	Amazon Com	380	Materials & supplies for Lauren M. (LCAP 1.3)	010-4200	182.79
P23-04111	Amazon Com	059	Materials & Supplies	010-4300	83.67
P23-04112	Amazon Com	059	Materials & Supplies	010-4300	1,481.37
P23-04113	Amazon Com	003	STORES- PPE SUPPLIES (MASKS)	010-4300	3,702.29

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

ESCAPE ONLINE

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04114	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	522.08
P23-04115	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	262.73
P23-04116	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	188.99
P23-04117	Amazon Com	038	matl/supp-instFucci	010-4300	35.12
P23-04118	BOWLERO OXNARD	041	Serv - Instructional	010-5800	3,375.95
P23-04119	Constance Marie Halpern Mrs Fi gs Bookworm	038	Bks other than textbk-instructional	010-4200	1,004.56
P23-04120	Lakeshore Learning Materials	380	Materials & supplies for Erika D. (LCAP 1.3)	010-4300	60.08
P23-04121	Teachers Pay Teachers	380	Materials & supplies for Sally C. (LCAP 1.3)	010-4300	269.79
P23-04122	Lakeshore Learning Materials	380	Materials & supplies for Betty W. (LCAP 1.3)	010-4300	251.19
P23-04123	Lakeshore Learning Materials	380	Materials & supplies for Betty W. (LCAP 1.3)	010-4200	15.28
P23-04124	Bjorem Speech Publications	380	Materials & supplies for Cindy E. (LCAP 1.3)	010-4300	127.25
P23-04125	CABE	345	CONF (LCAP 1.20 LCFF TOSA)	010-5200	2,110.00
				010-5300	120.00
P23-04126	School Specialty Inc	051	MAT/SUPPLIES (Instruction)	010-4300	1,802.19
P23-04127	WISHTOYO FOUNDATION	066	SERVICES- Instructional	010-5800	600.00
P23-04128	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	MATL/SUP	130-4300	540.73
P23-04129	Office Depot Bus Ser Div	380	MATLS/SUPPL(PRIVATE SCHOOL)	010-4300	832.91
P23-04130	Gold Star Foods	640	SUP	130-4700	1,565.60
P23-04131	Ventura Co Comm College Distr	210	Serv	010-5800	175.00
P23-04132	Ventura Co Office Of Education	058	Exploring Geometry Conference Alferes, Yadira	010-5200	20.00
P23-04133	Residence Inn by Marriott Rive rside - Moreno Valley	380	Hotel for staff attending conference(LPAC ADR)	010-5200	3,107.64
P23-04134	Calif Chamber Of Commerce	200	CONF (Webinar)	010-5200	249.00
P23-04135	Greg's Petroleum Service, Inc	620	OIL	010-4300	1,675.46
P23-04136	COSTCO WHOLESALE CORPORATION	038	matl/supp-Career Day	010-4300	546.25
P23-04137	COSTCO WHOLESALE CORPORATION	038	matl/supp-instructional	010-4300	218.50
P23-04138	School Life, div of ImageStuff	048	MATERIALS AND SUPPLIES-INCENTIVES	010-4300	98.97
P23-04139	5959 LLC HYATT HOUSE/ HYATT PL ACE LAX	345	Conf (LCAP 1.20 LCFF TOSA)	010-5200	1,065.00
P23-04140	Pacific Lock & Security, Inc.	630	Professional Service / Elm	010-5800	311.56
P23-04141	Pacific Lock & Security, Inc.	630	Professional Service / Lemonwood	010-5800	2,377.19

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

ESCAPE ONLINE

Page 6 of 18

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04142	IMAGE APPAREL FOR BUSINESS	635	SERV (22-23 GROUNDS UNIFORMS - REY GALINDO)	010-5800	117.54
P23-04143	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 CUSTODIAN UNIFORMS JUSTIN FELICIANO)	010-5800	117.54
P23-04144	VEX ROBOTICS LLC	038	Matl/Supp-instructional Gouttumukkala	010-4300	8,249.02
P23-04145	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 CUSTODIAN - J.ARELLANO/M.PEREZ)	010-5800	218.82
P23-04146	Chef's Toys & Star Rest Equip	640	4400 EQUIP	010-4400	3,449.44
P23-04147	KNOTTS BERRY FARM YOUTH SALES	048	ENTRANCE FEES-INSTRUCTIONAL	010-5800	3,306.00
P23-04148	Ventura Co Office Of Education	380	SERV (MA102113)	010-5100	17,017.31
				010-5800	25,000.00
P23-04149	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	109.88
P23-04150	Amazon Com	385	MAT/SUP -Toner for printers	010-4300	977.66
P23-04151	Amazon Com	042	MTLS/ED FOUNDATION GRANT (A.PADILLA)	010-4300	699.54
P23-04152	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	287.48
P23-04153	Amazon Com	051	MAT/SUPPLIES (Instruction)	010-4300	1,028.31
P23-04154	Amazon Com	050	BOOKS OTHER THANK TEXTBOOKS-INST	010-4200	35.43
P23-04155	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	25.16
P23-04156	Amazon Com	200	MATL/SUPP (Recruitment)	010-4300	152.63
P23-04157	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4300	134.97
P23-04158	Staples Direct	003	stores supplies	010-9320	274.39
P23-04159	EDUCATIONAL PROFESSIONALS OF C ENTRAL CALIFORNIA LLC	380	SERV	010-5800	15,000.00
P23-04160	AMY MEHDIZADEH dba/WOODMAN INK	100	SERV/SUPP CONC (LCAP 3.5)	010-5800	11,000.00
P23-04161	Hilton Woodland Hills	380	TRavel & Confere (LCAP 1.30)	010-5200	7,819.44
P23-04162	LEARNING INNOVATION SYSTEMS	345	Soft/Apps LCAP 1.20 (TOSAs)	010-5818	1,709.89
P23-04163	Rosetta Stone Ltd	300	Software- LCAP1.22	010-5818	900.00
P23-04164	Read Naturally, Inc	051	ONLINE LICENSE (Instruction)	010-5818	474.69
P23-04165	CORY HILLS	315	ELOP/SERV (1.6)	010-5800	18,000.00
P23-04166	EDINBURG DANCE THEATRE BALLET NEPANTLA	315	ELOP/SERV (LCAP 1.6)	010-5800	10,000.00
P23-04167	STERLING VENUE VENTURES LLC	315	ELOP/RENTAL (LCAP 1.6)	010-5600	13,000.00
P23-04168	Matt Oppenheimer Tutorific!	360	TITLE 3/SERV (GOAL 1, ACTION 16)	010-5800	96,890.60
P23-04169	SADE CHAMPAGNE WASHINGTON SADE CHAMPAGNE MUSIC	042	SUPP CONC/SERV (GOAL 2, STRATEGY 8)	010-5800	700.00

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

ESCAPE ONLINE

Page 7 of 18

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04170	REGENTS OF THE UNIV OF CA GERV ITZ GRADUATE SCHOOL OF ED	315	ELOP/SERV (GOAL-ACTION1.6)	010-5800	28,788.00
P23-04171	Amazon Com	066	MATL/SUP-Instructional	010-4300	134.43
P23-04172	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	1,448.17
P23-04173	Amazon Com	060	Material/SUP-Ins Spring Activity	010-4300	455.88
P23-04174	Amazon Com	051	MAT/SUPLIES	010-4300	87.84
P23-04175	Amazon Com	032	Matl/Sup - Instructional	010-4300	66.80
P23-04176	Amazon Com	038	matl/supp-PBIS	010-4300	558.90
P23-04177	Amazon Com	038	matl/supp-PBIS	010-4300	312.07
P23-04178	Amazon Com	057	Materials and Supplies	010-4300	447.83
P23-04179	Amazon Com	066	MATL/SUP-Instructional	010-4300	1,132.46
P23-04180	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	665.87
P23-04181	Amazon Com	032	Matl/Sup - Instructional	010-4300	42.75
P23-04182	Amazon Com	041	MAT/SUP - INSTRUCTIONAL	010-4300	724.13
P23-04183	Office Depot Bus Ser Div	003	stores supplies	010-9320	11,951.64
P23-04184	See's Candies, Inc	059	Materials & Supplies	010-4300	2,524.56
P23-04185	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD (PAVEMENT- LOPEZ/MCA)	140-5800	2,190.40
P23-04186	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD (ROOFING- LOPEZ, MAR, SL, & ESC)	140-5800	2,333.12
P23-04187	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD (PAINTING- KAM & M.WEST)	140-5800	2,618.56
P23-04188	Amazon Com	053	Materials & Supplies-Instructional	010-4300	198.05
P23-04189	Amazon Com	038	matl/supp-PBIS	010-4300	120.06
P23-04190	Amazon Com	053	Materials/Supplies- Instructional	010-4300	630.36
P23-04191	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	224.33
P23-04192	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	191.75
P23-04193	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	49.29
P23-04194	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	277.06
P23-04195	Amazon Com	044	Materials & Supplies	010-4300	214.48
P23-04196	Amazon Com	055	Matl/Supp-Instructional	010-4300	271.42
P23-04197	Amazon Com	050	Materials & Supplies-Inst	010-4300	244.86
P23-04198	Amazon Com	041	Books - Instructional	010-4200	958.78
P23-04199	Amazon Com	041	MAT/SUP - INSTRUCTIONAL	010-4300	349.73
P23-04200	Amazon Com	041	MATL-SUP - INSTRUCTIONAL	010-4300	230.52
P23-04201	Amazon Com	050	Materials & Supplies-Inst	010-4300	377.66
P23-04202	Amazon Com	050	Materials & Supplies-Inst	010-4300	199.17
P23-04203	Amazon Com	050	Materials & Supplies-Inst	010-4200	38.39
P23-04204	Amazon Com	044	Materials & Supplies	010-4300	48.66
P23-04205	Amazon Com	040	MATL/SUPP-INSTR	010-4300	353.42
P23-04206	Home Depot Inc	004	MAT/SUP	010-4300	109.22

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

ESCAPE ONLINE

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04207	Lakeshore Learning Materials	066	MATL/SUP-Instructional	010-4300	807.17
P23-04208	Teachers Pay Teachers	060	Material SUP-Ins. Ms. Phenix	010-4200	68.50
P23-04209	Rochester 100, Inc	044	Materials & Supplies	010-4300	2,283.33
P23-04210	Lakeshore Learning Materials	060	Matrils/SUP-Ins.Mr. Hurtado	010-4300	218.46
P23-04211	Children's Museum of Santa Barbara, MOXI	066	SERVICE-Instructional	010-5800	720.00
P23-04212	MOSYLE CORPORATION	004	SOFTWARE	010-5818	60.50
P23-04213	MOSYLE CORPORATION	004	SOFTWARE	010-5818	55.00
P23-04214	Maad Graphics	048	MATERIALS AND SUPPLIES-INCENTIVE	010-4300	344.14
P23-04215	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	1,621.81
P23-04216	Amazon Com	345	mat/sup Instructional Science LCAP 1.09	010-4300	556.77
P23-04217	PEEBEE & JAY PH	335	ADMIN PD COACHING (LCAP 1.3)	010-4300	311.20
P23-04218	Amazon Com	315	MATRL/SUPL (LCAP 1.6)	010-4300	263.26
P23-04219	Amazon Com	355	MATERIALS FOR UTK MATH - LCAP 1.05	010-4300	936.71
P23-04220	Amazon Com	355	MATERIALS FOR UTK MATH - LCAP 1.05	010-4300	125.21
P23-04221	Amazon Com	315	MATRL/SUPL (LCAP 1.6)	010-4300	411.27
P23-04222	Amazon Com	315	MATRL/SUPL (LCAP 1.6)	010-4300	180.20
P23-04223	Amazon Com	360	Supplies - LCAP 3.01	010-4300	408.98
P23-04224	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	155.19
P23-04225	Federal Express Corp	004	POSTAGE	010-5901	150.00
P23-04226	Amazon Com	355	Books FOR MATH - LCAP 1.05	010-4200	133.08
P23-04227	Amazon Com	004	MAT/SUP	010-4300	644.81
P23-04228	Amazon Com	038	matl/supp-Tapia, J.	010-4300	1,113.83
P23-04229	Scada Access, Inc. CyberReef Solutions, Inc.	004	Software	010-5818	1,200.00
P23-04230	CASBO	660	CASBO Payroll Essentials Training June 13-15	010-5200	3,600.00
P23-04231	CASBO	650	Training - Records Retention	010-5200	645.00
P23-04232	Printech	032	Matl/Sup - Instructional	010-4300	1,350.00
P23-04233	SCHOOL TECH SUPPLY	004	Repair	010-5618	152.94
P23-04234	VARI SALES CORP.	004	MAT/SUP	010-4300	273.11
P23-04235	WESTIN LONG BEACH	345	Conference LCAP 1.20	010-5200	833.12
P23-04236	Amazon Com	345	MTLS LCAP 1.4 (LCFF)	010-4300	667.21
P23-04237	Amazon Com	315	MATRL/SUPL (LCAP 1.6)	010-4300	1,006.95
P23-04238	Amazon Com	355	MATERIALS FOR UTK MATH - (LCAP 1.05)	010-4300	1,139.08
P23-04239	Amazon Com	380	MATLS/SUPPL (Facilitated IEP) LCAP 1.13	010-4300	378.25
P23-04240	Amazon Com	385	MAT/SUP- Counselors order for students use	010-4300	1,872.56
P23-04241	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	467.48

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

ESCAPE ONLINE

Page 9 of 18

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04242	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	213.82
P23-04243	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	389.58
P23-04244	Amazon Com	300	MATL/SUP	010-4200	86.94
P23-04245	Amazon Com	050	Materials & Supplies-Inst	010-4300	123.06
P23-04246	The Elite Group Property Inspection Service, INC.	600	Fee Bldg Inspection	010-6290	1,650.00
P23-04247	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 MAINT UNIFORMS G. GOLDEN)	010-5800	111.13
P23-04248	Lakeshore Learning Materials	060	Materials/SUP-Ins. Ms. Pera	010-4300	263.22
P23-04249	Lakeshore Learning Materials	060	Materials/SUP-Ins- Saldana	010-4300	193.22
P23-04250	Lakeshore Learning Materials	060	Materials SUP-Ins - Ms. Garcia	010-4300	250.18
P23-04251	Lakeshore Learning Materials	057	SPEED order - Wortman	010-4300	272.01
P23-04252	Lakeshore Learning Materials	060	Material/SUP-Ins. Mr Ford (2)	010-4300	109.21
P23-04253	Lakeshore Learning Materials	044	Materials & Supplies	010-4300	393.20
P23-04254	Lakeshore Learning Materials	050	MATERIALS & SUPPLIES-INST	010-4300	150.72
P23-04255	Amazon Com	380	Materials & supplies for Christine H. (LCAP 1.3)	010-4300	243.57
P23-04256	Amazon Com	380	Materials & supplies for Annabelle C. (LCAP 1.3)	010-4300	196.13
P23-04257	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	131.59
P23-04258	Amazon Com	060	Material/SUP-Ins - Ms. Romero RSP (1) LCAP1.12	010-4300	173.08
P23-04259	Amazon Com	060	Materials/SUP-Ins Ms. Romero RSP (2) LCAP1.12	010-4300	120.66
P23-04260	Amazon Com	057	Sped order - Vitela	010-4300	308.15
P23-04261	Amazon Com	054	mat/sup-instructional	010-4300	201.16
P23-04262	Amazon Com	032	BKS - Instructional	010-4200 010-4300	92.41 45.30
P23-04263	Amazon Com	032	Mat/Sup - Instructional	010-4300	243.49
P23-04264	Amazon Com	066	MATL/SUP-Instructional (C. Garcia)	010-4300	140.24
P23-04265	Amazon Com	066	MATL/SUP - INSTRUCTIONAL (C.GARCIA)	010-4300	129.98
P23-04266	Amazon Com	054	mat/sup-instructional LCAP1.12	010-4300	72.59
P23-04267	Amazon Com	630	Materials and Supplies	010-4300	577.39
P23-04268	Amazon Com	630	Materials and Supplies	010-4300	53.68
P23-04269	Amazon Com	630	Materials and Supplies	010-4300	136.90
P23-04270	Amazon Com	630	Materials and Supplies	010-4300	231.21
P23-04271	Amazon Com	380	Materials & supplies for Christine H. (LCAP 1.3)	010-4300	52.59
P23-04272	Amazon Com	050	Materials & Supplies-Inst	010-4300	209.84
P23-04273	Amazon Com	630	Materials and Supplies	010-4300	450.62
P23-04274	Amazon Com	066	MATL/SUP-Instructional (P.Sierra)	010-4300	165.54
P23-04275	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	237.82
P23-04276	Amazon Com	335	Material Supplies	010-4300	72.00

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

ESCAPE ONLINE

Page 10 of 18

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04277	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Service / Vehicle 180	010-5800	560.12
P23-04278	StageDrop LLC	630	Equipment / Brekke	010-4400	4,421.33
P23-04279	Ricoh Usa, Inc	650	MAINT (ARCHIVES SCANNER/SOFTWARE)	010-5631	1,087.04
P23-04280	School Nurse Supply Co	003	Store Supplies	010-9320	242.54
P23-04281	George David Pina dba. Seal-Te ch Refrigeration	630	Professional Service / Lemonwood	010-5800	7,200.00
P23-04282	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rentals / Kamala	010-5600	10,500.00
P23-04283	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rentals / Kamala	010-5600	10,500.00
P23-04284	MNS ENGINEERS INC.	630	Professional Services	010-5800	3,000.00
P23-04285	Gorlitz Sewer & Drain, Inc.	630	Repair	010-5632	3,000.00
P23-04286	TRI-COUNTY OFFICE FURNITURE	385	MAP/SUP- Furniture	010-4300	9,243.72
				010-4400	9,572.43
P23-04287	SCHOLASTIC-BOOK CLUBS	066	Books other than textbooks-Instructional	010-4200	568.82
P23-04288	SCHOLASTIC-BOOK CLUBS	066	Books other than textbooks-Instructional	010-4200	549.74
P23-04289	SCHOLASTIC-BOOK CLUBS	057	Carrier 5th gr Books	010-4200	515.66
P23-04290	SCHOLASTIC-BOOK CLUBS	057	Rodriguez 5th gr Books	010-4200	430.45
P23-04291	SCHOLASTIC-BOOK CLUBS	057	Hawkins 4th gr book order	010-4200	536.42
P23-04292	Amazon Com	038	Books--Tapia, J.	010-4200	339.61
P23-04293	Amazon Com	640	MATL/SUP	010-4300	220.37
				130-4300	245.46
P23-04294	HOME COUNTY PIZZA INC DOMINO'S PIZZA	054	serv-instructional	010-5800	383.68
P23-04295	Amazon Com	038	books-Jansen	010-4200	266.59
P23-04296	SCHOOL TECH SUPPLY	640	COMPUTER	010-4300	952.66
				010-4418	3,364.89
P23-04297	SCHOOL TECH SUPPLY	380	MATLS/EQUIPT LCAP 1.13	010-4318	327.74
P23-04298	SCHOOL TECH SUPPLY	036	matl/sup - instructional	010-4318	830.28
P23-04299	SCHOOL TECH SUPPLY	036	matl/mat - instructional	010-4418	4,034.05
P23-04300	School Tech Supply	038	COMP EQUIP-instructional	010-4418	2,507.56
P23-04301	School Tech Supply	038	COMP EQUIP-instructional	010-4418	1,304.97
P23-04302	Parent Project Inc	066	MATL/SUP-Parent Participation	010-4200	71.77
P23-04303	UNDERWOOD FAMILY FARMS LP	057	Tk/K Field Trip	010-5800	920.00
P23-04304	Educational Innovations	345	mat/sup Instructional Science LCAP 1.09	010-4300	617.72
P23-04305	RAINBOW MEALWORMS, INC	345	mat/sup - Instructional Science LCAP 1.09	010-4300	66.78
P23-04306	SPEECH CORNER	380	Materials & supplies for Ariana S. (LCAP 1.3)	010-4300	258.88
P23-04307	Gopher Sport	315	MATRL/SUOL LCAP 1.6	010-4300	2,702.98
P23-04308	Lakeshore Learning Materials	041	Mat/Sup - Ms. Escobell SH class	010-4300	160.51

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

ESCAPE ONLINE

Page 11 of 18

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04309	Rene Corado	300	Books- Title III-LCAP 1.22	010-4200	588.31
P23-04310	Gopher Sport	315	Materials/Supplies LCAP 1.6	010-4300	3,526.59
P23-04311	SPEECH CORNER	380	Materials & supplies for Jennifer MF (LCAP 1.3)	010-4300	87.04
P23-04312	Syed Husain Muj's Store	066	MATL/SUP-Instructional	010-4300	2,016.04
P23-04313	Super Duper Inc	060	Materials/SUP-Ins. Mr. Ford (Speech)	010-4300	103.51
P23-04314	GREENWOOD PUB GROUP LLC HEINEM ANN	066	MATL/SUP-Instructional	010-4300	400.68
P23-04315	SPEECH CORNER	380	Materials & supplies for Jennifer M (LCAP 1.3)	010-4200	26.22
P23-04316	Printech	046	MATL/SUPPLY-INSTRUCTION	010-4300	552.79
P23-04317	UNDERWOOD FAMILY FARMS LP	053	SERV- Instructional	010-5800	480.00
P23-04318	Monster Technology LLC	032	Mat/Sup - Instructional	010-4300	281.87
P23-04319	Perma Bound Books	066	Books other than Textbooks-Instructional	010-4200	393.82
P23-04320	AG Designs 805	315	MATERIAL/SUPPLIES (LCAP 1.6)	010-4300	1,760.02
P23-04321	Walmart	038	MATL/SUPP-instruct./Davidovics	010-4300	163.88
P23-04322	WIDMORE MANAGEMENT LLC EL POLL O LOCO	300	Supp- LCAP 3.01	010-4300	149.77
P23-04323	CASBO VTA/SB SUBSECTION	200	SERV (Induction Program & VCOE Mentor Services)	010-5800	129,495.00
P23-04324	George David Pina dba. Seal-Te ch Refrigeration	630	Professional Service / Warehouse	010-5800	4,210.90
P23-04325	PEEBEE & JAY PH	335	Material and Supplies (LCAP 1.03)	010-4300	155.60
P23-04326	Amazon Com	380	Materials & supplies for Brenda A. (LCAP 1.3)	010-4300	81.01
P23-04327	Amazon Com	038	matl/supp-instructional-Hurtado	010-4300	243.13
P23-04328	Walmart	058	Walmart Blanket - Mtls & Supplies	010-4300	546.25
P23-04329	PEEBEE & JAY PH	335	Material/Supplies/PD (LCAP 1.03)	010-4300	155.60
P23-04330	Amazon Com	315	MATERIALS/SUPPLIES (LCAP 1.6)	010-4300	314.69
P23-04331	Amazon Com	380	Materials & supplies for David O. (LCAP 1.3)	010-4300	20.91
P23-04332	Amazon Com	380	Materials & supplies for Amanda L. (LCAP 1.3)	010-4200	52.89
P23-04333	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	252.64
P23-04334	Amazon Com	050	Materials & Supplies-Inst	010-4300	23.09
P23-04335	WESTIN LONG BEACH	600	Hotel-2023 CASBO Annual Conferene.PL	010-5200	500.00
P23-04336	Amazon Com	630	Materials and Supplies	010-4300	631.79
P23-04337	CABE	055	Cabe/Conf	010-5200	790.00
P23-04338	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF LCAP 1.6	010-5200	3,588.00
P23-04340	Apple Computer Inc	380	Materials & supplies for Cindy E. (LCAP 1.3)	010-5818	14.19
P23-04341	Jamestown-Yorktown Foundation	066	Service-Instructional	010-5800	375.00

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

ESCAPE ONLINE

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04342	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	200	MATL/SUPP (Recruitment)	010-4300	3,000.00
P23-04343	Headsets Com Inc	210	matl/supp	010-4300	446.83
P23-04344	BARNES AND NOBLE BOOKSELLERS, INC.	360	Books- Title III-LCAP 1.22	010-4200	672.98
				010-4300	5,019.49
P23-04345	INSTRUCTURE INC.	315	CONF LCAP 1.21	010-5200	1,790.00
P23-04346	Petroleum Telcom Inc DBA Telec om	051	EQUIPMENT	010-4300	157.22
P23-04347	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision Workshop 5-19-23/VM	010-5200	295.00
P23-04348	Petroleum Telcom Inc DBA Telec om	059	Rentals, Leases and Repairs- Radios	010-5600	272.85
P23-04349	BARNES AND NOBLE BOOKSELLERS, INC.	059	Books Other Than Textbooks	010-4200	3,006.44
P23-04350	DocuProducts Corporation	380	Mat/Supp (LCAP 1.30)	010-4300	183.21
P23-04351	Spicers Paper Inc	655	Materials and Supplies	010-4300	7,934.23
P23-04352	Children's Museum of Santa Bar bara, MOXI	050	SERV-INST	010-5800	186.00
P23-04353	CASBO	600	CONF-CASBO Conf.PL. Apr2023	010-5200	1,275.00
P23-04354	Extreme Clean	003	stores supplies	010-9320	8,209.05
P23-04355	Veritiv Operating Company	003	stores supplies	010-9320	13,854.82
P23-04356	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision webinar.UNIONS.5/19/23	010-5200	1,180.00
P23-04357	Chef's Toys & Star Rest Equip	640	EQUIP/4400	010-4400	4,447.19
P23-04358	SYDELL PALM SPRINGS LLC/ THE S AGUARO PALM SPRINGS	315	CONF LCAP 1.6	010-5200	5,251.25
P23-04359	DocuSign, Inc.	200	Serv	010-5800	3,806.40
P23-04360	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	81.09
P23-04361	Parent Project Inc	056	Books other than Textbooks	010-4200	773.58
P23-04362	GAYLORD ROCKIES RESORT & CONVE NTION CENTER	315	CONF LCAP 1.21	010-5200	1,200.00
P23-04363	CASBO	200	CONF (M Magana/E Mata)	010-5200	530.00
P23-04364	Office Depot Bus Ser Div	050	Materials & Suppies-Inst	010-4300	426.60
P23-04365	CASP	380	OSSA funds - Steve Tobey	010-5200	444.00
P23-04366	CN School & Office Sol, Inc Cu lver-Newlin	620	Supplies- Chairs	010-4300	2,641.67
P23-04367	SANTA BARBARA ZOO	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-5800	1,040.00
P23-04368	Office Depot Bus Ser Div	044	Materials & Supplies	010-4300	1,184.27
P23-04369	Staples Direct	038	CompMatl/Supp-Elisondo	010-4318	512.38
P23-04370	Grainger Inc	003	stores supplies	010-9320	2,842.23
P23-04371	HOME COUNTY PIZZA INC DOMINO'S PIZZA	055	Mat/Supp-Instructional	010-4300	163.88
P23-04372	Sunbelt Rentals, Inc	630	Rentals	010-5600	1,500.00
P23-04373	Channel Islands Roofing Inc	630	Roof repair / Ritchen	010-5632	5,000.00

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

ESCAPE ONLINE

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04374	Amazon Com	051	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	8,008.69
P23-04375	Amazon Com	036	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	4,451.57
P23-04376	PERFORMING ARTS CTR OF LA CTY THE MUSIC CENTER	315	ELOP/SERV (GOAL/ACTION 1.6)	010-5100	500,000.00
P23-04377	CN School & Office Sol, Inc Cui-er-Newlin	059	EQUIP/MATL-SUP/SPEC ED	010-4300	4,365.70
				010-4400	14,381.69
				010-6400	9,133.17
P23-04378	Bjorem Speech Publications	380	Materials & supplies for Jennifer M. (LCAP 1.3)	010-4300	180.78
P23-04379	SPEECH CORNER	380	Materials & supplies for Brenda A. (LCAP 1.3)	010-4300	141.87
P23-04380	PRO-ED, Inc.	380	Materials & supplies for Brenda A. (LCAP 1.3)	010-4300	66.78
P23-04381	TRI-COUNTY OFFICE FURNITURE	385	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	9,738.00
				010-4400	5,231.71
P23-04382	School Datebooks	044	MATERIALS & SUPPLIES	010-4300	1,302.25
P23-04383	School Specialty Inc	040	MATL/SUPP-INSTR	010-4300	41.52
P23-04384	Brookes Publishing Company	380	MAT/SUPL ((LCAP 1:13)	010-4200	549.52
P23-04385	Central Restaurant Products	640	EQUIP/4400	010-4400	5,866.73
P23-04386	Central Restaurant Products	640	EQUIP/4400	010-4400	1,163.22
P23-04387	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	053	Material/Supplies	010-4300	868.54
P23-04388	Central Restaurant Products	640	EQUIP/4400	010-4400	17,671.19
P23-04389	Central Restaurant Products	640	EQUIP/4400	010-4300	1,310.61
				010-4400	4,056.04
P23-04390	Rochester 100, Inc	057	Materials and Supplies	010-4300	382.38
P23-04391	FAGEN FRIEDMAN & FULFROST LLP	380	Travel & Conference (LCAP 1.30)	010-5200	13,585.00
P23-04392	Every Special Child LLC	380	SERV(PARA-C. CABRERA)	010-5100	57,200.00
P23-04393	Ventura Co Office Of Education	051	BOOKS (Instruction)	010-4200	589.95
P23-04394	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	CONF- LCAP 1.4 (LCFF) C4T4B	010-5200	12,500.00
P23-04395	Southwest School & Office Sup	003	stores supplies	010-9320	6,895.64
P23-04396	Perma Bound Books	041	Books - Instructional	010-4200	890.50
P23-04397	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	059	Books Other Than Textbooks	010-4200	683.22
P23-04398	ORIENTAL TRADING COMPANY	044	Materials & Supplies	010-4300	3,383.21
P23-04399	ORIENTAL TRADING COMPANY	040	MATL/SUPP	010-4300	248.21
P23-04400	PEEBEE & JAY PH	335	MATERIALS/SUPPLIES (LCAP 1.03)	010-4300	155.60
P23-04401	Amazon Com	053	Materials/Supplies-Instructional	010-4300	368.03
P23-04402	Amazon Com	050	Materials & Supplies-Inst	010-4300	63.52

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

ESCAPE ONLINE

## Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04403	Amazon Com	053	Materials/Supplies- Instructional	010-4300	274.25
P23-04404	Amazon Com	057	Material and Supplies	010-4300	792.85
P23-04405	Amazon Com	057	Materials and Supplies	010-4300	667.51
P23-04406	SIGNET CONTROLS, INC	630	Professional Service / Various Sites	010-5800	11,340.00
P23-04407	SIGNET CONTROLS, INC	630	Professional Service / Frank	010-5800	1,890.00
P23-04408	SIGNET CONTROLS, INC	630	Professional Service / Soria	010-5800	840.00
P23-04409	SIGNET CONTROLS, INC	630	Professional Service / Lopez	010-5800	210.00
P23-04410	Amazon Com	038	MATL/SUPP	010-4300	899.74
P23-04411	Amazon Com	041	Matl/Sup - Instruct. TEACHER: Y. PRADO	010-4300	79.92
P23-04412	Amazon Com	050	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	3,563.51
P23-04413	Amazon Com	052	MATL/SUPL-Inst	010-4300	227.65
P23-04414	Amazon Com	050	Materials & Supplies	010-4300	444.09
P23-04415	Super Duper Inc	380	Materials & supplies for Aimee V. (LCAP 1.3)	010-4300	136.44
P23-04416	California Science Center	038	SERV-instructional-Magaña	010-5800	913.00
P23-04417	MIND RESEARCH INSTITUTE	052	MATL/SUPL-Instructional	010-4300	727.55
P23-04418	INSTRUCTURE INC.	315	CONF LCAP 1.21	010-5200	2,500.00
P23-04419	SEESAW LEARNING INC	040	ONLINE SUBSCRIPTIONS	010-5818	693.00
P23-04420	Screencastify, LLC	004	SOFTWARE	010-5818	216.00
P23-04421	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Service / Vehicle 210	010-5800	782.07
P23-04422	MIND RESEARCH INSTITUTE	355	MATERIALS FOR MATH - LCAP 1.05	010-4300	1,019.59
P23-04423	TRI-COUNTY OFFICE FURNITURE	051	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	7,608.18
				010-4400	2,986.40
P23-04424	Pioneer Chemical Co	003	stores supplies	010-9320	199.93
P23-04425	ORIENTAL TRADING COMPANY	052	MATL/SUPL-Instr	010-4300	1,011.41
P23-04426	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	4,266.21
P23-04427	Children's Museum of Santa Bar bara, MOXI	058	MOXI MUSEUM 4TH GRADE HWAN/MANLEY/LEOS	010-5800	270.00
P23-04428	Southwest Airlines	200	TRAV/CONF (CSUCI Grant) LCAP 1.19	010-5200	347.92
P23-04429	HOLIDAY INN EXPRESS SAN FRANCI SCO FISHERMANS WHARF	200	TRAV/CONF (CSUCI Grant) LCAP 1.19	010-5200	2,166.18
P23-04430	Best Buy	004	COMP EQUIP	010-4418	546.24
P23-04431	Rockwell Printing Inc.	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-5818	255.00
P23-04432	JSL Mastery Paving, Inc.	630	Professional Service / Warehouse	010-5800	4,700.00
P23-04433	Kone Inc	630	Repair / Harrington Elevator	010-5632	984.90
P23-04434	Zoro Tools, Inc.	630	Misc. Materials and Supplies	010-4329	2,000.00
P23-04435	Grainger Inc	003	stores supplies	010-9320	356.37
P23-04436	SANTA BARBARA ZOO	058	Kinder Santa Barbara Zoo fieldtrip	010-5800	472.00
P23-04437	Perma Bound Books	036	bks - instructional	010-4200	4,000.00

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

ESCAPE ONLINE

Page 15 of 18

**Includes Purchase Orders dated 03/03/2023 - 03/29/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04438	Amazon Com	058	P E EQUIPMENT	010-4300	6,689.75
P23-04439	Southwest School & Office Sup	003	stres supplies	010-9320	2,231.66
<b>Total Number of POs</b>			<b>496</b>	<b>Total</b>	<b><u><u>2,540,047.14</u></u></b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	479	2,481,220.12
130	CAFETERIA FUND	14	43,219.90
140	DEFERRED MAINTENANCE FUND	4	15,607.12
<b>Total</b>			<b><u><u>2,540,047.14</u></u></b>

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

**ESCAPE ONLINE**

Includes Purchase Orders dated 03/03/2023 - 03/29/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-02712	91,985.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,787.73-
P23-00151	15,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	340.50-
P23-00163	52,378.75	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,000.00
P23-00183	27,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,000.00
P23-00257	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00307	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	467.49
P23-00344	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,047.04
P23-00363	10,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P23-00378	63,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,000.00
P23-00385	13,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P23-00462	350,000.00	010-5510	GENERAL FUND/UTILITIES NATURAL GAS	149,484.70
P23-00478	30,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,000.00
P23-00488	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9,965.28
P23-00490	2,239.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	239.00
P23-00498	24,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00
P23-00564	10,655.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P23-00688	7,299.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	4,209.00
P23-00710	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00996	1,584.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	327.75
P23-01138	655.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.25
P23-01159	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P23-01841	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	213.79
P23-02025	62,006.50	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	30,468.25
P23-02510	4,105.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	405.00
P23-02668	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	228.27
P23-02777	1,748.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	516.33
P23-02823	183.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	54.66-
P23-02824	291.56	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	23.70-
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.12-
			Total PO P23-02824	39.82-
P23-02856	180,000.00	130-4700	CAFETERIA FUND/FOOD	70,500.00
P23-02927	506.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	112.77-
P23-02928	164.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	130.36-
P23-03046	455.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.82-
P23-03073	1,303.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.97-
P23-03085	174.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.93-
P23-03109	6,175.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	945.00
P23-03110	1,130.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	270.00
P23-03165	800.64	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	263.32-
P23-03176	800.64	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	263.32-
P23-03216	300.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	239.08
P23-03300	3,800.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	300.00

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

ESCAPE ONLINE

Includes Purchase Orders dated 03/03/2023 - 03/29/2023

## PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-03440	220.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	110.29
P23-03483	487,000.00	350-6210	COUNTY SCHOOL FACILITY FUND/ARCHITECT/ENGINEE	100,000.00
P23-03526	86.03	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	5.45
P23-03538	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P23-03544	1,055.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	265.00
P23-03585	584.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9,212.99-
P23-03602	430.74	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	13.62-
P23-03625	2,775.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	405.00
P23-03744	371.72	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	101.29
P23-03752	233.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.21-
P23-03780	834.60	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	178.60
P23-03789	1,167.10	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,632.90-
P23-03836	1,007.19	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	193.79
P23-03849	141.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.92
P23-03928	2,198.60	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	289.26-
P23-03936	264.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.66
P23-04446	330,671.44	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	330,671.44
			<b>Total PO Changes</b>	<b>726,751.49</b>

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

ESCAPE ONLINE

Page 18 of 18

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Notice of Completion, Site Work & Installation of New Walk-In Cooler-Freezer Combo – Curren & Driffill, Bid #21-INF-01 (Mitchell/Miller)**

---

The contractor, Ardalan Construction Company, Inc., has completed the work of Bid #21-INF-01 to perform the work for Site Work & Installation of New Walk-In Cooler-Freezer Combo at Curren & Driffill, as of December 15, 2022. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #21-INF-01, Site Work & Installation of New Walk-In Cooler-Freezer Combo at Curren & Driffill, with Ardalan Construction Company, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:  
Lisa A. Franz  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**NO FEE PER GOVT CODE 27383**

**NOTICE OF COMPLETION**

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Curren Elementary School, 1101 North F St., Oxnard, CA 93030, and Driffill Elementary School, 910 South E St., Oxnard, CA 93030, for Bid #22-INF-01 and Agreement #21-166, Site Work & Installation of New Walk-In Cooler-Freezer Combo at Curren & Driffill:

That on or about the 15th day of December 2021 the said Oxnard School District of Ventura County entered into a contract with Ardalan Construction Company, Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 31st day of December 2022; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By \_\_\_\_\_  
Secretary of its Board of Trustees

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

\_\_\_\_\_  
Subscribed and sworn to (**or affirmed**) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

\_\_\_\_\_  
\_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval to Re-establish the Architectural Pool of Approved Architectural Firms to be Eligible to Provide Proposals to the Oxnard School District for Future Architectural Services (Mitchell/Miller/CFW)**

---

The Board of Trustees previously established a pool of prequalified architectural firms to provide architectural services to the Oxnard School District. The initial pool expired in 2018. CFW and District Staff would like to re-establish this pool of Architects to facilitate upcoming multiple school projects as identified in the adopted Semi-Annual Implementation Program Update and the adopted Enhanced Master Construct Program.

To re-refresh the Architectural Pool a Request for Proposals (RFP) was published and sent to all firms in the previous pool and advertised for new firms to respond. Fourteen responses were received and evaluated, and the updated Architectural Pool List includes seven firms.

All firms included in the approved Architectural Pool will receive Requests for Proposals (RFP) for all new projects identified and approved by the Board to move forward to design and construction. The RFP's received will be evaluated and the firm with the best value to the District will be selected.

#### **FISCAL IMPACT:**

No Fiscal Impact

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the updated Architectural Pool as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Architectural Pool List \(1 Page\)](#)

Firm Name	Address
<b>Perkins Eastman Architects, DPC</b> Brian Dougherty, Principal	3194 D Airport Loop Drive Costa Mesa, CA 92626
<b>Flewelling &amp; Moody</b> Scott Gaudineer	815 Colorado Blvd Los Angeles, CA 90041
<b>Arcadis IBI Group</b> Craig Atkinson, Director	4115 Broad Street, Suite B6 San Luis Obispo, CA 93401
<b>CDSA Design Group</b> Christopher Ward, Principal	610 E. Franklin Ave El Segundo, CA 90245
<b>New Firms - Added to Architectural Pool</b>	
<b>HED</b> John Dale, Pricipal	550 Sout Hope St., Suite 2500 Los Angeles, CA 90071
<b>19six Architects</b> Rosa Alvarado, PIC	802 East Cota Street, Suite A Santa Barbara, CA 93103

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

---

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2022-23 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Williams UCP Quarterly Report 2022-23\\_3rd qtr \(one page\)](#)

Quarterly Report on Williams Uniform Complaints  
 [Education Code Section 35186]  
 Fiscal Year 2022-23

District: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

Title: \_\_\_\_\_

- Quarterly Report Submission Date:  October 31, 2022 (7/1/22 to 9/30/22)  
 (check one)  January 31, 2023 (10/1/22 to 12/31/22)  
 April 28, 2023 (1/1/23 to 3/31/23)  
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

\_\_\_\_\_  
 Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Establishment of Positions (Torres/Lin)**

---

A five-hour and forty-five minute 183-day Paraeducator-General Education position number 7841 to be established at Pupil Services. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-General Education.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 6767 to be established at Lemonwood School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-Special Education.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 9111 to be established at San Miguel School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education.

### **FISCAL IMPACT:**

Cost for 1 Paraeducator-General Education: \$1,441.00 Supplemental Concentration funds.

Cost for 1 Paraeducator-Special Education: \$1,533.00 Sped-Idea Basic Local Assistance funds.

Cost for 1 Paraeducator-Special Education: \$736.00 Special Education funds.

### **RECOMMENDATION:**

It is the recommendation of the Director of Certificated Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment of positions as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

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

---

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 Interim Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

### **ADDITIONAL MATERIALS:**

**Attached:** [Certificated Personnel Actions 04.19.23 \(1 pg\).pdf](#)  
[Classified Personnel Actions 04.19.23 \(3 pgs\).pdf](#)

**CERTIFICATED PERSONNEL ACTIONS**

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

**New Hires**

Einstein, Patricia	Intervention Specialist Provider	2022/2023 School Year
Ordaz, Josua	Psychologist	2022/2023 School Year
Vega, Ariadna	Teacher, Multiple Subject BCLAD	2022/2023 School Year
Carlson, Ember	Substitute Teacher	2022/2023 School Year
De Oliviera, Daniel	Substitute Teacher	2022/2023 School Year
Gills, Gregory	Substitute Teacher	2022/2023 School Year
Gonzalez, Jerry	Substitute Teacher	2022/2023 School Year
Guerrero Zavala, Alondra	Substitute Teacher	2022/2023 School Year
Klassen, Ryne	Substitute Teacher	2022/2023 School Year
Madlock, Jherre	Substitute Teacher	2022/2023 School Year
Martinez, Celia	Substitute Teacher	2022/2023 School Year
Moreno, Sergio	Substitute Teacher	2022/2023 School Year
Perez, Fatima	Substitute Teacher	2022/2023 School Year
Pryor, William	Substitute Teacher	2022/2023 School Year
Tamsing, Alyssa	Substitute Teacher	2022/2023 School Year
Torres, Julie	Substitute Teacher	2022/2023 School Year
Turner, Rosa	Substitute Teacher	2022/2023 School Year

**Resignation**

Calderon, Emily	Spanish Teacher	06/16/2023
Halko, Lauren	Principal	06/30/2023

**Retirement**

Allee Munoz, Jenna	Teacher, Multiple Subject	06/16/2023
Pandolfi, Yolanda	Teacher, Multiple Subject	06/16/2023
Prater, Julie	Manager, Math	06/30/2023
Ramos, Maria	Teacher, Multiple Subject	06/16/2023
Silva, Laura	Teacher, Multiple Subject	06/16/2023

## CLASSIFIED PERSONNEL ACTIONS

**New Hires**

Aguilar, Jackelyn	Campus Assistant, Position #3043 Sierra Linda 4.0 hrs./180 days	03/01/2023
Alcazar, Karina B.	Office Assistant II, Position #9727 Marshall 6.0 hrs./203 days	04/10/2023
Amaro, Maricela	Accounting Specialist III, Position #5565 Budget & Finance 8.0 hrs./246 days	03/27/2023
Canchola, Melissa	Paraeducator-Special Education, Position #2143 Driffill 5.75 hrs./180 days	03/06/2023
Casillas, Jessica	Office Assistant II, Position #10628 Ramona 8.0 hrs./203 days	04/10/2023
Estrella, Alexander	Campus Assistant, Position #11442 Driffill 5.75 hrs./180 days	03/13/2023
Golden, Grant R.	HVAC Technician, Position #2628 Maintenance 8.0 hrs./246 days	03/20/2023
Gonzalez-Vargas, Yanai	Child Nutrition Worker, Position #81 Itinerant-Lemonwood 5.5 hrs./185 days	03/20/2023
Gracia, Carissa A.	Child Nutrition Worker, Position #6409 Itinerant-McKinna 5.0 hrs./185 days	04/10/2023
Hubbard, David C.	Chief Information Officer, Position #2106 Information Technology 8.0 hrs./261 days	04/26/2023
Juarez, Damaris	Library Media Technician, Position #2523 Ramona 5.0 hrs./190 days	04/10/2023
Ramirez, Rosemary R.	Paraeducator-Special Education, Position #2256 Lopez 5.75 hrs./183 days	04/10/2023
Razo, Estrella R.	Child Nutrition Worker, Position #389 Itinerant-Brekke 4.0 hrs./185 days	03/14/2023
Rivera, Sarahi	Paraeducator-General Education, Position #9808 Curren 4.17 hrs./183 days	04/10/2023

**Limited Term/Substitutes**

Ankrom, Daniel	Paraeducator (substitute)	03/07/2023
Arreola, Jose	Campus Assistant (substitute)	03/02/2023
Camacho, Victorianna	Paraeducator (substitute)	02/28/2023
Contreras, Janet	Paraeducator (substitute)	03/08/2023
Garibay, Angela	Paraeducator (substitute)	03/08/2023
Gracia, Carissa	Child Nutrition Worker (substitute)	03/01/2023
Marquez, Juan	Paraeducator (substitute)	02/13/2023
Searfus, Claudia	Child Nutrition Worker (substitute)	02/23/2023
Uribe, Angelica	Clerical (substitute)	03/13/2023

**Promotion**

Avalos, Martha P.	Paraeducator-Special Education, Position #616 Harrington 5.75 hrs./183 days Child Nutrition Worker, Position #2159 Harrington 5.00 hrs./183 days	04/17/2023
-------------------	---	------------

**Promotion (continued)**

Serrato, Alicia	Attendance Accounting Specialist, Position #1071 Pupil Services 8.0 hrs./246 days Attendance Accounting Technician, Position #2390 Soria 8.0 hrs/210 days	03/29/2023
-----------------	--	------------

**Transfers**

Garcia Soto, Luizinho	Custodian, Position #10656 Custodial Services 8.0 hrs./246 days Custodian, Position #10472 Custodial Services 8.0 hrs./246 days	04/03/2023
Orozco Gonzalez, Maricela	Child Nutrition Worker, Position #2854 Itinerant-Ramona 5.0 hrs./185 days Child Nutrition Worker, Position #2853 Itinerant-Ramona 5.0 hrs./185 days	03/08/2023

**Voluntary Demotion**

Mendoza, Dolores W.	Language Assessment Technician, Position #2436 Enrollment Center 5.5 hrs./246 days Family Liaison, Position #9636 Early Childhood Programs 6.0 hrs./180 days	05/01/2023
---------------------	---	------------

**Terminations**

11845	Campus Assistant, Position #7349 Chavez 5.0 hrs./180 days	02/28/2023
-------	--	------------

**Release From Probation**

11542	Paraeducator-General Education, Position #2699 Frank 5.75 hrs./183 days	03/17/2023
11602	Campus Assistant, Position #3088 Kamala 4.5 hrs./180 days	03/15/2023

**Resignations**

Briones, Moises	Plumber, Position #72 Maintenance 8.0 hrs./246 days	03/09/2023
Flores, Saray	Paraeducator II, Position #1487 Harrington 5.75 hrs./183 days	03/24/2023
Lopez Estrada, Ruben	Irrigation Specialist, Position #5842 Grounds 8.0 hrs./246 days	03/31/2023
Martinez Hernandez, Miriam R.	Child Nutrition Worker, Position #6409 Itinerant-McKinna 5.0 hrs./185 days	02/27/2023
Orozco, Dalila	Campus Assistant, Position #3019 Marshall 4.5 hrs./180 days	12/16/2022
Ruiz, Jorge	Tech Services Technician, Position #9938 Information Technology 8.0 hrs./221 days	02/17/2023
Sanchez, Briana C.	Child Nutrition Worker, Position #2189 Fremont 5.0 hrs./185 days	03/10/2023

**Retirement**

Alcala, Josefina

Campus Assistant, Position #3028

06/16/2023

McKinna 4.0 hrs./180 days

Moraga, Karen K.

Child Nutrition Worker, Position #782

06/16/2023

Marina West 5.5 hrs./185 days

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort, Ed.D.

**Date of Meeting:** April 19, 2023

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

### **Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

---

The Board's approval is requested for Carmen Vigil Maggiolo, District Translator, to attend the American Association of Interpreters & Translators in Education's EDU-CON "Language Access and Family Engagement: the Vital Role of Interpreters and Translators in Education" Conference in Denver, CO, May 5-6, 2023. Attendance at this conference will allow the District Translator to participate in various professional development sessions created specifically for staff at educational entities serving communities with large populations of families that speak languages other than English.

#### **FISCAL IMPACT:**

Not to exceed \$1,500.00 for registration, travel and lodging, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Carmen Vigil Maggiolo, District Translator, to attend the American Association of Interpreters & Translators in Education's EDU-CON "Language Access and Family Engagement: the Vital Role of Interpreters and Translators in Education" Conference in Denver, CO, May 5-6, 2023, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [EduCon Information \(8 pages\)](#)



## "Language Access and Family Engagement: The Vital Role of Interpreters and Translators in Education"

**Daniels College of Business, University of Denver**

**May 5 & May 6, 2023**

### Program Information

AAITE's Edu-Con 2023 is set to showcase a stimulating roster of speakers hailing from various regions of the country. Attendees can look forward to specialized pre-conference sessions, engaging presentations, opportunities to explore our sponsors & exhibitors, and a networking reception on Friday evening.

**For a detailed description of the sessions and planned events, please visit our full [Program Page](#).**

#### Quick Links

[Login](#)

[PD Events](#)

[Membership Benefits](#)

[Download Report: What Employers  
are Looking For](#)

#### Upcoming Events

Mon Apr 17, 2023

[Regular Board Meeting](#)

Category: Board Meeting

[View Full Calendar](#)



AMERICAN ASSOCIATION OF  
INTERPRETERS AND TRANSLATORS  
IN EDUCATION

Member Login

Search our site...



[Home](#)

[About](#)

[Committees](#)

[Events](#)

[Blog](#)

[Contact](#)

[Membership](#)

**CEUs:**

Conference session CEUs have been requested from ATA, CCHI, IMIA/NBCMI, RID and WA-DSHS

## Conference Venue Information



The **Daniels College of Business** at the University of Denver is our 2023 conference venue. Founded in 1908, The Daniels College of Business is the top-ranked business college at the University of Denver, one of the country's premier private universities and the oldest university in the Rocky Mountain West. Daniels is globally recognized as a leader in providing an immersive and engaged business education. For more information on the venue, please visit the [Daniels College of Business Main Page](#).

## **Hotel Accommodation Information**

Discounted block room rates are available at the following hotels:

**Hilton Garden Inn**



**EDU-CON**

2023

MAY 5-6 | DENVER, CO

**FRIDAY, MAY 5, 2023**

**KATHARINE ALLEN**

UPGRADING YOUR SIGHT TRANSLATION  
SKILLS TO IMPROVE YOUR CONSECUTIVE  
INTERPRETING AND NOTE-TAKING

**GABRIELA SIEBACH**

THE SIMULTANEOUS INTERPRETING IN  
EDUCATIONAL SETTINGS

**SATURDAY, MAY 6, 2023**

**GABRIELA SIEBACH**

THE EDUCATIONAL SETTING:  
AN INTERPRETING  
CROSSROADS

**KATHARINE ALLEN**

THE ESSENTIAL SKILLSET  
FOR EDUCATIONAL  
INTERPRETERS: WHAT IT IS  
AND HOW TO OBTAIN IT

**MAJD HADDAD**

LANGUAGE ACCESS IN  
SCHOOLS- FROM LEGAL  
OBLIGATION TO STUDENT  
ACHIEVEMENT

**MIREYA PEREZ AND  
GIOVANNA CARRIERO-  
CONTRERAS**

CAN NUMBERS TELL A  
STORY? - HOW DATA CAN  
HELP YOUR NARRATIVE

**MARIO GARCIA**

THE ALCHEMY OF  
EDUCATION  
INTERPRETATION

**MILLY GOLIA**

CONTRASTIVE ANALYSIS AS  
A TOOL FOR TRANSLATORS  
AND INTERPRETERS

**LESLIE PADILLA-WILLIAMS**

USEFUL TIPS ON HOW TO  
CONDUCT THE  
INTERPRETING PRE-SESSION

**MANAR KODAMAH**

CREATING A SPECIALIZED  
EDUCATIONAL TERMS AND  
ABBREVIATIONS GLOSSARY  
WITH AND WITHOUT THE  
CAT TOOL; HOW AND WHY?

**RICHARD PONCE DE LEON  
AND GENNA LINTON**

FILLING THE GAPS: A CASE  
STUDY IN EDUCATIONAL  
INTERPRETER TRAINING

**TORY BALDWIN**

EMPATHY INTERVIEWS FOR  
ASSESSING THE  
EFFECTIVENESS OF  
LANGUAGE SUPPORT  
SERVICES



AAITE.ORG



Residence Inn by Marriott Denver Cherry Creek  
670 S Colorado Blvd, Denver, CO 80246

Studio King Room w/Sofa Sleeper - \$199 per Night

Parking - \$12 per Night (Self Parking)

[Link to Discounted Room Rate](#)

## Registration Information

Rates	Member	Non-Member
Pre-Conference Skill Development Session*	\$50	\$65
Early Bird Registration (Ends April 15, 2023)	\$99	\$150
Standard Registration (After April 15, 2023)	\$130	\$185

\*Attendees can sign up for 1 of 2 Pre-Conference Skill-Development Sessions, in addition to the regular Conference registration.



Hilton Garden Inn Denver/Cherry Creek  
600 S. Colorado Blvd. Denver, Colorado 80246

Standard King - \$149 per Night

2 Queen Beds - \$149 per Night

Parking - \$12 per Night (Self Parking)

[Link to Discounted Room Rate](#)

### **Courtyard by Marriott**



Courtyard Denver Cherry Creek  
1475 S Colorado Blvd, Denver, CO 80222

Standard King - \$129 per Night

Parking - \$12 per Night (Self Parking)

[Link to Discounted Room Rate](#)

### **Residence Inn by Marriott**

If you have any specific dietary requirements, you can inform us after your registration for the conference by emailing [info@aaite.org](mailto:info@aaite.org). AAITE will take that into consideration for the meals offered at the conference.

**Explore Denver!**

Denver offers abundant possibilities for both excitement and tranquility, whether you opt to journey solo, with colleagues or with loved ones. [Click here to explore.](#)

**REGISTER TODAY**

## Sponsorship Opportunities

Our Exhibitors and Sponsors location will be right at the intersection of our conference rooms.

Booths will be conveniently located close by to interact with all conference attendees.

**Click Here to Learn More**

9250 E. Costilla Ave., Suite 110  
Greenwood Village, CO 80112-3643



© Copyright 2023 AAITE. All rights reserved.  
[Privacy Policy](#)

Back to top

**Not a member? Sign up for a new membership while registering for the conference, and save!**

New Associate Member & Conference Registration ( <i>Ends April 15</i> )	\$140**
New Associate Member & Conference Registration ( <i>after April 15</i> )	\$160

\*\*Use code **Educon2023EarlyBird** to receive the rate listed above

**Registration includes:**

- Attendance to main conference sessions
- Friday night networking: Reception & 1 drink ticket
- Saturday breakfast, mindfulness-time session, and lunch
- CEUs

**REGISTER**

## **Additional Information**

### **Attire**

For the conference sessions, most attendees typically choose "business casual". During the Networking reception, cocktail attire is appropriate as a chance to dress up.

### **ADA Accommodations**

To make arrangements for any disability-related accommodations, please notify AAITE at least two weeks before the event date by writing to [info@aaite.org](mailto:info@aaite.org). Additionally, kindly inform the hotel you book about any necessary accommodations.

### **Dietary Restrictions**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Amendment #1 to Agreement #22-194 – Flewelling & Moody, Inc. (Mitchell/Miller)**

---

At the Board Meeting of December 14, 2022, the Board of Trustees ratified Agreement #22-194 with Flewelling & Moody, Inc., in the amount of \$100,000.00, to provide architectural, planning and engineering services to the Facilities Department for future maintenance projects, during the 2022-2023 fiscal year.

Amendment #1 in the amount of \$100,000.00, is needed to extend the agreement through the end of the 2024-2025 fiscal year in order to complete current projected projects, for a new total agreement amount of \$200,000.00.

#### **FISCAL IMPACT:**

\$100,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #22-194 with Flewelling & Moody, Inc.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #22-194, Flewelling & Moody, Inc. \(10 Pages\)](#)

**Amendment #1 to Agreement #22-194 with  
Flewelling & Moody, Inc.  
April 19, 2023**

At the Board Meeting of December 14, 2022, the Board of Trustees ratified Agreement #22-194 with Flewelling & Moody, Inc., in the amount of \$100,000.00, to provide architectural, planning and engineering services to the Facilities Department for future maintenance projects, during the 2022-2023 fiscal year.

Amendment #1 in the amount of \$100,000.00, is needed to extend the agreement through the end of the 2024-2025 fiscal year in order to complete current projected projects, for a new total agreement amount of \$200,000.00.

**Flewelling & Moody, Inc.:**

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

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

**Oxnard School District:**

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

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

## OSD CONSULTANT SERVICES AGREEMENT #22-194

This AGREEMENT is made and entered into this 1st day of July, in the year 2022 ("EFFECTIVE DATE"), between the Oxnard School District hereinafter referred to as ("DISTRICT"), and Flewelling & Moody, Inc. (hereinafter referred to as "CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, planning and engineering services for various projects (hereinafter referred to as the "PROJECTS"), located within the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

### ARTICLE I SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. The architectural, planning and/or engineering services and advice to be performed and provided pursuant to this AGREEMENT shall be articulated by project by project proposals that include a narrative of specific services and compensation and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all the terms and conditions set forth as they relate to the scope of services and total compensation amounts. All other provisions shall be governed by the terms and conditions of this AGREEMENT. Notwithstanding the above concerning compensation and scope of services, the PARTIES agree that this AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this AGREEMENT and the specific proposals.

2. The CONSULTANT's services shall include the necessary architectural, planning and/or engineering services necessary to produce reasonably complete and accurate documentation (identified by the schematic, design development and construction, agency approval, and construction phases of documentation) for each project as outline by each proposal.

### ARTICLE II CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

### ARTICLE III TERMINATION

This term of this AGREEMENT started July 1, 2022 ~~through~~ June 30, 2023, and may be terminated by either party upon thirty (30) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT, or if the DISTRICT chooses to postpone or abandon a project, or failure to make payment for services rendered

1. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the value of the agreed upon fees for that project. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the CONSULTANT.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon thirty (30) days written notice to the CONSULTANT. in the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the agreed upon fees.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

5. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

#### ARTICLE IV REPORTS AND/OR OTHER DOCUMENTS

1. The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the CONSULTANT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT.

#### ARTICLE V ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

#### ARTICLE VI COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT \$100,000.00 in accordance with the fee, rate and/or price schedule information set forth each specific proposal or per EXHIBIT "A" for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). CONSULTANT shall invoice costs twice monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECTS. All costs must be supported by an invoice, receipt, or other acceptable documentation.
  - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The

DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII  
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control ("Additional Services"). CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform Additional Services which are, in the DISTRICT's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services shall include:

a. Making material revisions in plans, drawings, specifications, reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing plans, drawings, specifications, reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in the specific proposals where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII  
REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-twentieth (1.15) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of plans, drawings, specifications, reports and/or other documents in excess of the copies provided by this AGREEMENT; and

- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Furniture and Equipment purchased by the CONSULTANT on behalf of the District

2. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, approved expenses will be reimbursed to the CONSULTANT in accordance with Article VIII. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's written authorization approving the expense(s) incurred for the invoiced item(s). The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any reimbursement shall be valid absent such prior written approval by the DISTRICT.

#### ARTICLE IX MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and
- b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees, on any such claim or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

- c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, 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 damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.
- d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IX, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- e ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - 1. Owned, non-owned and hired vehicles;
  - 2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$2,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in Article IX, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event, CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT,

neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This Agreement shall be terminated on June 30, 2023

15. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT :

Flewelling & Moody, Inc.

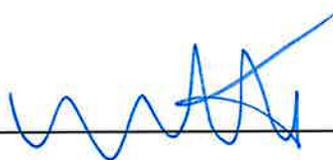
DISTRICT:

Oxnard School District

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

Scott F. Gaudineer, President

Date: June 7, 2022

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

Valerie Mitchell, Interim Asst. Supt.,  
Business & Fiscal Services

Date: 1/4/2023

**FLEWELLING & MOODY INC.  
SCHEDULE OF BILLING RATES - 2022**

Principal	\$300.00
Project Manager	\$265.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
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.*

**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.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Agreement #22-225 – Mindset Academy by SWEAT III (DeGenna/Anguiano)**

---

Mindset Academy by Sweat III will provide 9 days of student development, parent development, and teacher development through a series of assemblies and workshops. The focus of these sessions will be mindset development, student engagement and emotional intelligence. Specific topics covered in student session will incuse SEL, PBIS, student voice, and character development. Specific topics covered in the staff workshops will include work culture, school culture, and team/ relationship building. Specific topics covered in parent workshops will include goal setting, SEL, and parent engagement.

**Term of Agreement:** April 20, 2023 through June 30, 2023

#### **FISCAL IMPACT:**

Not to exceed \$19,200.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Chavez School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-225 with Mindset Academy by SWEAT III.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-225, Mindset Academy by SWEAT III \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**OSD AGREEMENT #22-225**

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and  
Cesar E. Chavez Elementary School

This agreement specifies the expectations of the partnership between Cesar E. Chavez Elementary School and MINDSET ACADEMY by SWEAT III 408 4<sup>TH</sup> St West Sacramento, CA 95605. The partnership takes effect upon approval through June 2023

**Student Assembly/ Mindset Academy Workshops**

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

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

**Parent Workshops**

- Goal Setting
- SEL, Parent Engagement

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

**Responsibilities of Contractor:**

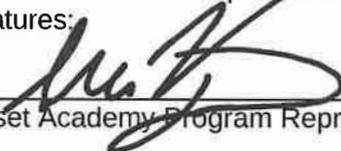
***Mindset Academy by SWEAT III***

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for staff, parents and students
- 9 days
- Materials and Travel

**Responsibilities of Cesar E. Chavez Elementary School**

- Secure the amount of \$19,200.00
  - Will be invoiced in 1 amount of \$19,200.00
- Services will be provided upon approval through June 2023

Signatures:

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

Date: 1/26/2023

\_\_\_\_\_  
 (Site/School) Representative  
 Lisa A. Franz, Director, Purchasing

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

~~XXXXXXXXXXXXXXXXXXXX~~

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



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Agreement #22-226 – Ventura County Arts Council (DeGenna/Cordes)**

---

Ventura County Arts Council will provide two (2) Performing Arts Residencies for the Newcomer Academy students at Lemonwood School, during the period of April 20, 2023 through June 30, 2023.

#### **FISCAL IMPACT:**

\$1,600.00 – Title III

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-226 with Ventura County Arts Council.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-226, Ventura County Arts Council \(1 Page\)](#)

[Invoice \(1 Page\)](#)

[Certificate of Insurance \(3 Pages\)](#)



646 County Square Drive, Suite 154  
 Ventura, CA 93003-0436  
 (805) 658-2213 FAX (805) 658-2281  
 info@vcartscouncil.org  
 www.vcartscouncil.org

## OSD AGREEMENT #22-226

### Ventura County Arts Council 2022-2023 Artists in the Classroom Arts Education Residencies Service Agreement

This Agreement for Instructional Services is between **Lemonwood Elementary School** with its address at 2200 Carnegie Court, Oxnard CA 93033 and **Ventura County Arts Council’s Artists in the Classroom**, with its office at 646 County Square Drive, Suite 154, Ventura, CA 93003-0436.

**Lemonwood Elementary** finds that **Artists in the Classroom** is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**TERM of SERVICES for performing arts residencies**

**Artists in the Classroom shall provide an independent contract teaching artist who will perform the following services from April to June 2023:**

- Teach performing arts residencies to two 3-5 grade classrooms.
  - Each residency will consist of 8 one-hour lessons, scheduled on site, during school hours in accordance with the classroom teachers’ curriculum schedule.
- Materials are included.
- Provide their own general liability insurance

**PAYMENT: Artists in the Classroom will be paid as follows:**

Artists in the Classroom shall be paid \$800 per 8-hour residency.

- **Program Fee:** To be paid for the number of residencies @ \$ 800.00 per residency.
  - 2 8-hour residencies x \$800 per residency = \$1,600.00

**TOTAL:** \$1,600.00 for the two residencies April – June, 2023.

**INVOICING**

An invoice will be mailed. Payment is due upon receipt.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return.

Cara Foster, Coordinator Artist in the Classroom

3/1/23

Provider Name

Provider signature

Date

Lisa A. Franz

Signature

Date

Director, Purchasing

# Ventura County Arts Council

646 County Square Drive, Suite 154  
Ventura, CA 93003-0436  
(805) 658-2213  
education@vcartscouncil.org

## INVOICE

Today's date: March 1, 2023

### BILL TO:

School: Lemonwood Elementary

Contact person: Nancy Buenrostro

Address: 2001 San Mateo Place

City: Oxnard State: CA Zip: 93033

Phone: 805-300-1296 E-mail: [nbuenrostro@oxnard.org](mailto:nbuenrostro@oxnard.org)

### DESCRIPTION:

April 2023-June 2023 Artists in the Classroom – 2 Performing Arts Residencies:

2 dance/performance yoga residencies @ \$800 = \$1,600

Total Due = \$1,600

Make checks payable to **Ventura County Arts Council**

### Mail to:

**Ventura County Arts Council**  
**646 County Square Drive, Suite 154**  
**Ventura, CA 93003-0436**

For questions concerning this invoice, contact [education@vcartscouncil.org](mailto:education@vcartscouncil.org).

**THANK YOU VERY MUCH FOR YOUR SUPPORT OF THE ARTS!**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

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).

<b>PRODUCER</b> <i>McDaniel Insurance Services LLC</i> P.O. Box 1294 Ojai, CA 93024-1294  CA DOI #0K28791	<b>CONTACT NAME:</b> Patricia (Patt) McDaniel <b>PHONE (A/C, No, Ext):</b> 805-646-9948, 800-400-7288 <b>FAX (A/C, No):</b> 805-646-9976 <b>E-MAIL ADDRESS:</b> agent@mcd-ins.com <b>PRODUCER CUSTOMER ID #:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Insurance Alliance of California		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Nonprofits' Insurance Alliance of California														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  VENTURA COUNTY ARTS COUNCIL 646 County Square Drive #154 Ventura, CA 93003-0436														

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			2023-09180	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			2023-09180	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			2023-09180	01/01/2023	01/01/2024	AGGREGATE / COMMON CAUSE 1,000,000 / 1,000,000
A	IMPROPER SEXUAL CONDUCT			2023-09180	01/01/2023	01/01/2024	AGGREGATE / EACH CLAIM 1,000,000 / 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Ventura County Arts Council  <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-left: auto; margin-right: auto;">1</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2022

**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).**

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> MM – Fitness Instructor/Personal Trainer	
	<b>PHONE (A/C, No, Ext):</b> 1-800-506-4856	<b>FAX (A/C, No):</b> 1-260-459-5502
<b>E-MAIL ADDRESS:</b> info@fitnessinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Karen Marie Narula DBA: K Narula 2830 Hill Street Oxnard, CA 93035 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER A:</b> Markel Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** W02306821 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		M1RPG000000016600	09/26/2022 12:01 AM EDT	09/26/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS – COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							BODILY INJURY TO PARTICIPANTS	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL	
							EXCESS MEDICAL	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Non-certified Instructor of: Ballet, Ballroom, Jazz, Modern, Yoga  
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1051 S A Street Oxnard, CA 93030 (Owner/Lessor of Premises)	<b>CANCELLATION</b> <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Oxnard School District 1051 S A Street Oxnard, CA 93030</p> <p>Named Insured: Karen Marie Narula DBA: K Narula</p>
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" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Agreement #22-228 – Total Compensation Systems, Inc. (Mitchell)**

---

GASB 45 requires that districts prepare retiree actuarial valuations every two years. Total Compensation Systems, Inc. (TCS) will provide the required actuarial study and provide guidance to assist the District in making informed decisions regarding our GASB plan. In order to comply with GASB 45 requirements, the Administration requests the Board's approval of Agreement #22-228 with TCS.

**Agreement Term:** April 20, 2023 - December 31, 2024

#### **FISCAL IMPACT:**

The fee for these services is \$10,600.00 to be paid from the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #22-228 with Total Compensation Systems, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-228, Total Compensation Systems, Inc. \(4 Pages\)](#)  
[Proposal Letter \(10 Pages\)](#)

# OSD AGREEMENT #22-228

## CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 20th day of April, 2023 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Oxnard School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2024, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"  
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"  
OXNARD SCHOOL DISTRICT

Signed: 

Signed: \_\_\_\_\_

By: Geoffrey L. Kischuk

By: Lisa Franz

Title: President

Title: Purchasing Director

Date: March 17, 2023

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

## SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to five employee classes. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

## SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$10,600. One-half, or \$5,300 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$5,300 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the “roll-forward” valuation a total of \$5,300 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the “roll-forward” valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$4,770 by May 31, 2023, all amounts shown above shall be reduced by 10%.

# TCS Total Compensation Systems, Inc.

March 13, 2023

Mary Crandall Plasencia  
Director of Finance  
Oxnard School District  
1051 S A St  
Oxnard, CA 93030-7442

Dear Mary,

This letter is our proposal for GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2023 as well as an anticipated roll-forward valuation as of June 30, 2024.

## 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 May 31, 2023. 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 May 31, 2023. This means that, to reserve a spot, we must receive the signed contract and a check for \$4,770 (one half of the \$9,540 shown below) by May 31, 2023. The following table shows our fees for the GASB 74/75 valuations:

	<u>GASB 74/75 without Discount</u>	<u>GASB 74/75 with 10% Discount</u>
Full Valuation Fee	\$10,600	\$9,540
Roll-Forward Valuation Fee for 2 <sup>nd</sup> Year	\$5,300	\$4,770

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 \$4,500). 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, 2021, you are due for this full valuation as of June 30, 2023. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2024, 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, 2023 valuation in your financials for the fiscal year ending June 30, 2023. 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, 2023. Therefore, the valuation cannot be completed until after June 30, 2023.

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



Luis Murillo  
Actuary  
lmurillo@totcomp.com

**We request the following information in order to complete your retiree health actuarial valuation:**

- **Census Data.** Demographic information as of June 30, 2023 for active employees eligible for future retiree health benefits and retirees currently receiving health benefits. See below for specific data items needed.
- **Medical Premium Rate Summary.** A summary exhibit that shows the full premium rates (even if the employer only pays up to a certain amount) for medical plans available to active employees and pre-Medicare retirees. Not necessary if you participate in CalPERS Medical as those rates are published and applicable broadly.
- **Audit Report / ACFR.** Your audit report for the fiscal year ending June 30, 2022.
- **Description of Benefit Arrangement.** Either your most recent collective bargaining agreements or a summary of the retiree health benefits and eligibility. If the benefit structure has changed since the last actuarial valuation, a brief description of the change is helpful.
- **Asset Statement.** If retiree health benefits are being funded through an irrevocable trust, please provide the annual trust statement for the full fiscal year ending on June 30, 2023.
- **Formal Funding Policy.** If your plan has a Board-approved funding policy to serve as a basis for an Actuarially Determined Contribution under GASB 75, please let us know (this is relatively rare).
- **Other Useful Information.** Every retiree health plan is unique! If there is information not listed above or below that you believe would be helpful, please feel free to provide it.

For Each Active Employee (any active employee who may become eligible for future retiree health benefits)

- Required Information
  - Date of Birth
  - Sex
  - Date of Hire
  - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
  - Full-Time Equivalent Fraction OR Hours Per Week OR Full-Time / Part-Time Indicator
- Other Information (not required but helpful to have)
  - Name
  - Identifier (e.g. Employee ID, SSN, Last 4 SSN)
  - Active Medical Plan Name, Premium Amount, and Coverage Tier (Single, 2-Party, Family)
  - Salary or Rate of Pay (only needed if you will ask us to calculate the plan's covered payroll)

For Each Retiree (any retiree receiving health coverage (even if self-pay) or health payments through employer)

- Required Information
  - Date of Birth
  - Sex
  - Date of Retirement (to the extent available)
  - Date/Age Benefit Ends (needed if differs amongst retirees – e.g. Lifetime for some / Age 65 for others)
  - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
  - Medical Plan Name and Coverage Tier (Single, 2-Party, Family)
  - Medical Premium – Total Amount (even if employer only pays up to a capped amount)
  - Medical Premium – Employer Portion (including employer reimbursement of Retiree Portion, if any)
  - Medical Premium – Retiree Portion
  - Employer Paid Amount for any Non-Medical Health Benefits (Dental, Vision, Life Insurance, Medicare Part B, HRA Contributions, Cash-In-Lieu, etc.)
- Other Information (not required but helpful to have)
  - Name
  - Identifier (e.g. Employee ID, SSN, Last 4 SSN)

## **TCS Actuarial Clients**

Following is a list of California public employers for which we have performed retiree health valuation services.

Acalanes Union High School District  
Acton-Agua Dulce Unified School District  
Adelanto Elementary School District  
Alameda County Office of Education  
Alameda County Waste Management Authority  
Alisal Union School District  
Allan Hancock Joint Community College District  
Alpine Springs County Water District  
Alpine Union Elementary School District  
Alta Loma School District  
Alta Vista Elementary School District  
Altadena Library District  
Alvord Unified School District  
Amador County Office of Education  
Anderson Union High School District  
Antelope Valley College  
Antelope Valley Mosquito & Vector Control District  
Antelope Valley Union High School District  
Antelope Valley-East Kern Water Agency  
Apple Valley Unified School District  
Arcadia Unified School District  
Arcohe Union Elementary School District  
Armona Union Elementary School District  
Aromas-San Juan Unified School District  
Arrowbear Park County Water District  
Arvin Union School District  
Associated Students of San Jose State University  
Atascadero Unified School District  
Atwater Elementary School District  
Auburn Public Cemetery District  
Auburn Union Elementary School District  
Bakersfield City School District  
Baldy View Regional Occupation Program  
Banning Unified School District  
Banta Elementary School District  
Barstow Community College District  
Bass Lake Joint Union Elementary School District  
Bassett Unified School District  
Bay Area Rapid Transit District  
Bear Valley Unified School District  
Beaumont Unified School District  
Beaumont-Cherry Valley Recreation and Park District  
Bella Vista Elementary School District  
Belmont Redwood Shores School District  
Berkeley Unified School District  
Big Pine Unified School District  
Bishop Unified School District  
Black Butte Union Elementary School District  
Blue Lake Union Elementary School District  
Bonny Doon Union Elementary School District  
Branciforte Fire Protection District  
Bret Harte Union High School District  
Burbank Unified School District  
Burlingame Elementary School District  
Burnt Ranch Elementary School District  
Burton School District  
Butte County Office of Education  
Butte-Glenn Community College District  
Buttonwillow Union Elementary School District  
Cabrillo College Foundation  
Cabrillo Community College District  
Cachuma Operation and Maintenance Board  
Calaveras County Office of Education  
Calexico Unified School District  
California State University Los Angeles - Auxiliary Services  
California State University, Long Beach Research Foundation  
Calistoga Joint Unified School District  
Camino Union Elementary School District  
Carmel Unified School District  
Carmichael Water District  
Carpinteria Unified School District  
Cascade Union Elementary School District  
Castaic Union School District  
Castro Valley Sanitary District  
Castro Valley Unified School District  
Castroville Community Services District  
Central Elementary School District  
Central Union School District  
Centralia Elementary School District  
Ceres Unified School District  
Cerritos Community College District  
Chabot-Las Positas Community College District  
Chaffey Community College District  
Chaffey Joint Union High School District  
Chatom Union School District  
Chico Unified School District  
Chino Basin Watermaster  
Chino Valley Unified School District  
Chowchilla Elementary School District  
Chualar Union School District  
Citrus Community College District  
City College of San Francisco Bookstore  
City of Arcata  
City of Auburn

City of Bell	City of Scotts Valley
City of Bell Gardens	City of Seaside
City of Bellflower	City of Signal Hill
City of Blue Lake	City of Simi Valley -- General Unit
City of Buena Park	City of Solvang
City of Calabasas	City of South Ogden
City of Canyon Lake	City of Stanton
City of Carmel-by-the-Sea	City of Twentynine Palms
City of Claremont	City of Winters
City of Coronado	Claremont Unified School District
City of Covina	Cloverdale Unified School District
City of Cypress	Coachella Valley Mosquito and Vector Control District
City of Diamond Bar	Coachella Valley Unified School District
City of Dunn	Coast Community College District
City of East Carbon	Coastline Regional Occupational Program
City of El Cajon	Coastside County Water District
City of El Paso de Robles	Coastside Fire Protection District
City of Elk Grove	Cold Spring Elementary School District
City of Emeryville	College and Career Advantage
City of Fountain Valley	College of the Desert
City of Garden Grove	College of the Redwoods
City of Hercules	College of the Sequoias
City of Imperial Beach	College of the Siskiyous
City of Industry	Columbia Elementary School District
City of Irwindale	Colusa County Office of Education
City of La Puente	Compton Community College District
City of Lafayette	Compton Creek Mosquito Abatement District
City of Lake Forest	Compton Unified School District
City of Lakeport	Conejo Valley Unified School District
City of Lawndale	Conrad Hilton Foundation
City of Lindsay	Contra Costa Community College District
City of Loma Linda	Contra Costa County Office of Education
City of Los Alamitos	Copper Mountain Community College District
City of Manhattan Beach	Corcoran Joint Unified School District
City of Menifee	Corning Union Elementary School District
City of Millbrae	Corning Union High School District
City of Mission Viejo	Corona-Norco Unified School District
City of Morro Bay	Cotati-Rohnert Park Unified School District
City of Oceanside	Cottonwood Fire Protection District
City of Orinda	Cottonwood Union School District
City of Oroville	Crestline Sanitation District
City of Perris	Cuddeback Union Elementary School District
City of Pomona	Cuesta College
City of Porterville	Cutten Elementary School District
City of Rancho Santa Margarita	Cypress School District
City of Ridgecrest	Davis Joint Unified School District
City of Riverside	Dehesa Elementary School District
City of Rolling Hills	Del Mar Union Elementary School District
City of San Clemente	Del Norte County Schools
City of San Dimas	Del Paso Manor Water District
City of San Gabriel	Delano Joint Union High School District

Delano Union School District  
 Denair Unified School District  
 Desert Center Unified School District  
 Desert Health Care District  
 Desert Sands Unified School District  
 Dinuba Unified School District  
 Diocese of San Bernardino  
 Dos Palos Oro Loma Joint Unified School District  
 Douglas City Elementary School District  
 Downey Unified School District  
 Dry Creek Joint Elementary School District  
 Duarte Unified School District  
 Ducor Union Elementary School District  
 Durham Unified School District  
 East Whittier City School District  
 Eastside Union School District  
 El Camino Community College District  
 El Dorado Hills County Water District  
 El Dorado Irrigation District  
 El Dorado Union High School District  
 El Rancho Unified School District  
 El Segundo Unified School District  
 Elk Grove Benefit Employee Retirement Trust  
 Elk Grove Unified School District  
 Emery Unified School District  
 Encina Wastewater Authority  
 Encinitas Union Elementary School District  
 Enterprise Elementary School District  
 Escalon Unified School District  
 Escondido Union School District  
 Etiwanda School District  
 Eureka City Schools  
 Fairfax Elementary School District  
 Fairfield-Suisun Sewer District  
 Feather River Air Quality Management District  
 Feather River Community College District  
 Ferndale Unified School District  
 Fieldbrook Elementary School District  
 Fillmore Unified School District  
 First 5 San Benito  
 Folsom-Cordova Unified School District  
 Fontana Unified School District  
 Foothill-DeAnza Community College District  
 Fortuna Union High School District  
 Fountain Valley Elementary School District  
 Fowler Unified School District  
 Franklin Elementary School District  
 Fremont Union High School District  
 Freshwater School District  
 Fresno County Superintendent of Schools  
 Fruitvale Elementary School District  
 Fullerton Elementary School District  
 Galt Joint Union Elementary School District  
 Garfield School District  
 Gerber Union Elementary School District  
 Glendale Community College District  
 Glenn County Office of Education  
 Glenn-Colusa Irrigation District  
 Gold Coast Transit  
 Gold Oak Union Elementary School District  
 Goleta Water District  
 Goleta West Sanitary District  
 Grant Elementary School District  
 Gravenstein Union Elementary School District  
 Great Basin Unified Air Pollution Control District  
 Greater Anaheim Special Education Local Plan Area  
 Greenfield Union Elementary School District  
 Greenfield Union School District  
 Gridley Unified School District  
 Grossmont Healthcare District  
 Grossmont Union High School District  
 Grossmont-Cuyamaca Community College District  
 Guadalupe Union Elementary School District  
 Guerneville Elementary School District  
 Gustine Unified School District  
 Happy Valley Union Elementary School District  
 Harmony Union Elementary School District  
 Hart Ransom Academic Charter School  
 Hart Ransom Union Elementary School District  
 Hartnell Community College District  
 Healdsburg Unified School District  
 Helix Water District  
 Hemet Unified School District  
 Hi-Desert Water District  
 Hillsborough City School District  
 Housing Authority of the City of Eureka  
 Housing Authority of the City of Los Angeles  
 Housing Authority of the City of South San Francisco  
 Housing Authority of the County of San Joaquin  
 Hueneme Elementary School District  
 Hughson Unified School District  
 Humboldt Bay Harbor Recreation and Conservation  
 District  
 Humboldt County Office of Education  
 Humboldt State University Center  
 Humboldt Transit Authority  
 Huntington Beach City Elementary School District  
 Imperial Community College District  
 Imperial County Office of Education  
 Indian Wells Valley Water District  
 Inland Empire Utilities Agency  
 Ironhouse Sanitary District

Jacoby Creek School District  
 Jefferson School District  
 Jefferson Union High School District  
 John Swett Unified School District  
 Julian Union High School District  
 Junction Elementary School District  
 Jurupa Unified School District  
 Kaweah Delta Water Conservation District  
 Kentfield Elementary School District  
 Kerman Unified School District  
 Kern Community College District  
 Kern Council of Governments  
 Kern County Law Library  
 Kern County Office of Education  
 Kernville Union School District  
 Kings Canyon Joint Unified School District  
 Kings County Office of Education  
 Kings River Union Elementary School District  
 Kings River-Hardwick Union School District  
 Kingsburg Elementary Charter School District  
 Kit Carson Union Elementary School District  
 Knights Ferry Elementary School District  
 Knightsen Elementary School District  
 La Habra City School District  
 La Puente Valley County Water District  
 Lafayette School District  
 Laguna Beach County Water District  
 Laguna Beach Unified School District  
 Lake Elsinore Unified School District  
 Lake Hemet Municipal Water District  
 Lake Tahoe Community College District  
 Lakeside Fire Protection District  
 Lakeside Union Elementary School District  
 Lamont Elementary School District  
 Lancaster School District  
 Larkspur-Corte Madera School District  
 Las Lomas School District  
 Las Virgenes Unified School District  
 Lassen County Office of Education  
 Lassen Municipal Utility District  
 Lassen Union High School District  
 Laton Unified School District  
 Lawndale Elementary School District  
 Le Grand Union Elementary School District  
 Lemon Grove School District  
 Lemoore Union Elementary School District  
 Lemoore Union High School District  
 Lewiston Elementary School District  
 Liberty Union High School District  
 Lindsay Unified School District  
 Littlerock Creek Irrigation District  
 Live Oak School District  
 Live Oak Unified School District  
 Livermore Valley Joint Unified School District  
 Livingston Union School District  
 Local Agency Formation Commission for the County of  
     Los Angeles  
 Lodi Unified School District  
 Loleta Union Elementary School District  
 Long Beach City College  
 Loomis Union School District  
 Los Alamitos Unified School District  
 Los Angeles County Law Library  
 Los Angeles County West Vector & Vector-Borne  
     Disease Control District  
 Los Gatos-Saratoga Joint Union High School District  
 Lost Hills Union Elementary School District  
 Lower Tule River Irrigation District  
 Lucia Mar Unified School District  
 Luther Burbank Elementary School District  
 Magnolia School District  
 Mammoth Unified School District  
 Manzanita Elementary School District  
 March Joint Powers Authority  
 Marin Community College District  
 Marin County Office of Education  
 Mark West Union School District  
 Martinez Unified School District  
 Marysville Joint Unified School District  
 McCabe Union Elementary School District  
 McFarland Unified School District  
 McKinleyville Union School District  
 Meadows Union Elementary School District  
 Meeks Bay Fire Protection District  
 Mendocino-Lake Community College  
 Menlo Park City School District  
 Merced Community College District  
 Merced County Office of Education  
 Merced Irrigation District  
 Merced Union High School District  
 Mid-Placer Public Schools Transportation Agency  
 Mill Valley Elementary School District  
 Millbrae School District  
 Mission Valley ROP  
 Modesto City Schools  
 Modoc Joint Unified School District  
 Mojave Unified School District  
 Mono County Office of Education  
 Monroe Elementary School District  
 Montecito Sanitary District  
 Montecito Water District  
 Monterey Peninsula Community College District

Monterey Peninsula Unified School District  
 Monterey Regional Waste Management District  
 Moraga School District  
 Moreland School District  
 Moreno Valley Unified School District  
 Morongo Unified School District  
 Mosquito & Vector Management District of Santa  
     Barbara County  
 Mount San Antonio Community College District  
 Mount San Antonio Community College District  
     Auxiliary  
 Mount Shasta Union School District  
 Mountain Valley Special Education JPA  
 Mountain Valley Unified School District  
 Mountain View Elementary School District  
 Mountain View Los Altos Union High School District  
 Mt. Diablo Unified School District  
 Mt. San Jacinto Community College District  
 Municipalities, Colleges and Schools Insurance Group  
 Murrieta Valley Unified School District  
 Napa County Office of Education  
 Napa Valley Community College District  
 Natomas Unified School District  
 Nevada Joint Union High School District  
 New Hope Elementary School District  
 New Jerusalem Elementary School District  
 Newman Crows Landing Unified School District  
 North Coast Unified Air Quality Management District  
 North Monterey County Unified School District  
 North of the River Municipal Water District  
 North Orange County Community College District  
 North Orange County Regional Occupational Program  
 North Tahoe Fire Protection District  
 Northwest Mosquito and Vector Control District  
 Norwalk La Mirada Unified School District  
 Novato Unified School District  
 Nuvview Union School District  
 Oak Valley Union Elementary School District  
 Oakdale Joint Unified School District  
 Oakland City Housing Authority  
 Oakley Union Elementary School District  
 Ocean View School District  
 Oceanside Unified School District  
 Ohlone Community College District  
 Ojai Valley Sanitary District  
 Old Adobe Union School District  
 Olympic Valley Public Service District  
 Ontario Montclair School District Board of Trustees  
 Orange Center School District  
 Orange County Superintendent of Schools  
 Orange Unified School District  
 Orcutt Academy Charter  
 Orcutt Union School District  
 Orland Unified School District  
 Oro Grande Elementary School District  
 Oroville City Elementary School District  
 Oroville Union High School District  
 Otay Water District  
 Owens Valley Unified School District  
 Oxnard School District  
 Oxnard Union High School District  
 Pacheco Union School District  
 Pacific Grove Unified School District  
 Pacific Union School District  
 Pacifica School District  
 Pajaro Valley Public Cemetery District  
 Pajaro Valley Unified School District  
 Palermo Union Elementary School District  
 Palm Ranch Irrigation District  
 Palm Springs Unified School District  
 Palo Verde Community College District  
 Palo Verde Unified School District  
 Palomar Community College District  
 Paradise Elementary School District  
 Paradise Irrigation District  
 Paradise Unified School District  
 Parlier Unified School District  
 Pasadena Area Community College District  
 Patterson Joint Unified School District  
 Peralta Community College District  
 Perris Elementary School District  
 Pico Water District  
 Piedmont Unified School District  
 Pioneer Union School District  
 Placentia-Yorba Linda Unified School District  
 Placer County Office of Education  
 Placer Hills Union School District  
 Placerville Union Elementary School District  
 Planada Elementary School District  
 Pleasant Valley School District  
 Pleasant View Elementary School District  
 Pleasanton Unified School District  
 Plumas County Community Development Commission  
 Port of Hueneme - Oxnard Harbor District  
 Porterville Unified School District  
 Poway Unified School District  
 Processing Tomato Advisory Board  
 PSA2 Area Agency on Aging  
 Rancho Santiago Community College District  
 Ravenswood City Elementary School District  
 Reclamation District No. 1000  
 Reclamation District No. 900

Red Bluff Joint Union High School District  
 Redlands Unified School District  
 Reed Union School District  
 Reef-Sunset Unified School District  
 Rescue Fire Protection District  
 Richgrove Elementary School District  
 Rim of the World Unified School District  
 Rincon del Diablo Municipal Water District  
 Rincon Valley Union School District  
 Rio Bravo-Greeley Union Elementary School District  
 Rio Dell Elementary School District  
 Rio Hondo Community College District  
 Riverbank Unified School District  
 Riverdale Joint Unified School District  
 Riverside Transit Agency  
 Roberts Ferry Elementary School District  
 Robla School District  
 Rocklin Unified School District  
 Rodeo-Hercules Fire Protection District  
 Rosedale Union School District  
 Roseland Elementary School District  
 Roseville City School District  
 Ross School District  
 Ross Valley Elementary School District  
 Rowland Unified School District  
 Rubidoux Community Services District  
 Sacramento Public Library Authority  
 Saddleback Valley Unified School District  
 Salinas City Elementary School District  
 Salinas Union High School District  
 San Bernardino City Unified School District  
 San Bernardino Community College District  
 San Bernardino County Superintendent of Schools  
 San Bruno Park School District  
 San Carlos School District  
 San Diego County Office of Education  
 San Francisco Community College District  
 San Francisco Unified School District  
 San Gabriel Unified School District  
 San Gabriel Valley Mosquito & Vector Control District  
 San Jacinto Unified School District  
 San Joaquin County Office of Education  
 San Joaquin Delta Community College District  
 San Juan Water District  
 San Lorenzo Unified School District  
 San Luis Coastal Unified School District  
 San Luis Obispo County Office of Education  
 San Marcos Unified School District  
 San Marino Unified School District  
 San Mateo County Community College District  
 San Mateo County Office of Education  
 San Mateo County Schools Insurance Group  
 San Mateo Union High School District  
 San Miguel Consolidated Fire Protection District  
 San Ramon Valley Unified School District  
 Santa Ana Unified School District  
 Santa Barbara Community College District  
 Santa Barbara County Association of Governments  
 Santa Barbara County Education Office  
 Santa Barbara San Luis Obispo Regional Health  
     Authority (CenCal)  
 Santa Clarita Community College District  
 Santa Cruz County Office of Education  
 Santa Maria Joint Union High School District  
 Santa Maria Public Airport District  
 Santa Monica Community College District  
 Santa Paula City Housing Authority  
 Santa Rita Union School District  
 Santa Ynez River Water Conservation District  
 Saucelito Irrigation District  
 Savanna Elementary School District  
 Scotia Union Elementary School District  
 Scotts Valley Fire Protection District  
 Scotts Valley Water District  
 Seeley Union Elementary School District  
 Selma Kingsburg Fowler County Sanitation District  
 Sequoia Union High School District  
 Serrano Water District  
 Shasta County Office of Education  
 Shasta Regional Transportation Agency  
 Shasta Tehama Trinity Joint Community College District  
 Shasta Union High School District  
 Shasta Union High School District Charter Schools  
 Shasta-Trinity ROP JPA  
 Sierra Lakes County Water District  
 Sierra Sands Unified School District  
 Sierra Unified School District  
 Silicon Valley Clean Water  
 Silver Valley Unified School District  
 Siskiyou County Office of Education  
 Siskiyou Union High School District  
 Solano County Community College District  
 Solano County Office of Education  
 Soledad Unified School District  
 Sonoma Valley Unified School District  
 South Bay Union School District  
 South Bay Union School District  
 South County Support Services Agency  
 South Feather Water and Power Agency  
 South Fork Union School District  
 South Monterey County Joint Union High School District  
 South Pasadena Unified School District

South San Francisco Unified School District  
 South San Luis Obispo County Sanitation District  
 Southern California Association of Governments  
 Southern California Library Cooperative  
 Southern Humboldt Joint Unified School District  
 Southern Kern Unified School District  
 Southern Trinity Joint Unified School District  
 Southwest Transportation Agency  
 Southwestern Community College District  
 Standard Elementary School District  
 Stanislaus County Office of Education  
 Stanislaus Union School District  
 Stege Sanitary District  
 Stockton Unified School District  
 Strathmore Union Elementary School District  
 Successor Agency to the Redevelopment Agency of the  
     City and County of San Francisco dba San Francisco  
     Office of Community Investment and Infrastructure  
     (OCII)  
 Sundale Union Elementary School District  
 Sunnyside Union Elementary School District  
 Susanville Sanitary District  
 Susanville School District  
 Sutter Cemetery District  
 Sutter County Office of Education  
 Sweetwater Authority  
 Taft City School District  
 Tahoe-Truckee Sanitation Agency  
 Tahoe-Truckee Unified School District  
 TCS Miscellaneous  
 Temple City Unified School District  
 Thermalito Union Elementary School District  
 Town of Ross  
 Trabuco Canyon Water District  
 Tracy Joint Unified School District  
 Trinidad Union School District  
 Trinity Alps Unified School District  
 Trinity County Office of Education  
 Truckee Fire Protection District  
 Truckee Sanitary District  
 Trust for Retirees of Associated California Schools  
 Tulare City School District  
 Tulare County Office of Education  
 Tulare Joint Union High School District  
 Tulare Mosquito Abatement District  
 Turlock Unified School District  
 United Water Conservation District  
 Upper Lake Unified School District  
 Upper San Gabriel Valley Municipal Water District  
 UTOPIA Fiber  
 Val Verde Unified School District  
 Vallecito Union School District  
 Vallecitos Water District  
 Valley County Water District  
 Valley Home Joint School District  
 Valley Sanitary District  
 Ventura County Community College District  
 Ventura County Office of Education  
 Victor Elementary School District  
 Victor Valley Community College District  
 Victor Valley Union High School District  
 Victor Valley Wastewater Reclamation Authority  
 Vineland Elementary School District  
 Vista Irrigation District  
 Walnut Creek School District  
 Walnut Valley Unified School District  
 Waltham Housing Authority  
 Wasco Union Elementary School District  
 Washington Unified School District  
 Washington Union School District  
 Weed Union Elementary School District  
 West Cities Police Communications JPA  
 West Contra Costa Transportation Advisory Committee  
 West Hills Community College District  
 West Kern Community College District  
 West Sonoma County Union High School District  
 West Valley-Mission Community College District  
 Western Placer Unified School District  
 Westside Union School District  
 Westwood Unified School District  
 Wheatland School District  
 Wheatland Union High School District  
 Willits Unified School District  
 Wilsona School District  
 Windsor Unified School District  
 Winters Joint Unified School District  
 Winton School District  
 Woodland Joint Unified School District  
 Woodside Elementary School District  
 Woodville Union School District  
 Yolo County Office of Education  
 Yosemite Community College District  
 Yreka Union Elementary School District  
 Yreka Union High School District  
 Yuba Community College District  
 Yuba County Office of Education  
 Yucaipa-Calimesa Unified School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Agreement #22-229 – Simon & Schuster Speakers Bureau (DeGenna/Higa)**

---

Reyna Grande of Simon & Schuster Speakers Bureau, is the author of the bestselling memoir, *The Distance Between Us* (Atria, 2012), where she writes about her life before and after she arrived in the United States from Mexico as an undocumented child immigrant. Ms. Grande will speak with students at Frank Academy on Tuesday, April 25, 2023, about immigration, family separation, language trauma, the price of the American Dream, and her writing journey. She will also be discussing her book which students have read as a class.

#### **FISCAL IMPACT:**

\$5,000.00 - Title III

#### **RECOMMENDATION:**

It is the recommendation of the Principal at Frank, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-229 with Simon & Schuster Speakers Bureau.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-229, Simon & Schuster Speakers Bureau \(5 Pages\)](#)  
[Invoice \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

EFFECTIVE DATE: 03/08/2023

CONTRACT ISBN #: 9781668038246

**OSD AGREEMENT #22-229**

EDITION CODE: EC9

**IN-PERSON EVENT AGREEMENT**

This In-Person Event Agreement (the “Agreement”) is between Simon & Schuster, Inc. (“S&S”), on behalf of itself and as duly authorized agent for the Speaker (as defined in Section 1), and Oxnard School District, Frank Academy (“Sponsor”), with an address at 701 North Juanita Ave., Oxnard, CA 93030. S&S and Sponsor are each referred to herein as a “Party” and together as the “Parties.” S&S agrees to provide to Sponsor the services of the Speaker at the date, time, place and in accordance with the other terms set forth herein. The representative of Sponsor, in executing this Agreement on behalf Sponsor, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability hereunder unless (s)he is in breach of the foregoing warranty.

SIMON & SCHUSTER INC. on behalf of itself  
and as duly authorized agent for the Speaker:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Emily Varga, Senior Lecture Agent

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

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

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

**1. Program Details:**

Speaker Name (the “Speaker”):	Reyna Grande
Fee (the “Fee”):	\$5,000.00
Event Name (the “Event”):	Reyna Grande School Visit – <i>The Distance Between Us</i>
Event Date:	April 25, 2023
Venue/Location:	R.J. Frank Academy of Marine Science and Engineering 701 North Juanita Avenue, Oxnard, CA 93030
Event Topic:	Speaker will discuss her book <i>The Distance Between Us</i> in addition to her experience in the United States after coming from Mexico as an undocumented child immigrant.
Maximum Number of Event Attendees:	Sponsor expects 100 attendees including students and two teachers.
Sponsor Contact:	Tyler Higa, School Principal <a href="mailto:thiga@oxnardsd.org">thiga@oxnardsd.org</a> , (805) 385-1536
Bureau Contact:	Emily Varga, Senior Lecture Agent <a href="mailto:Emily.varga@simonandschuster.com">Emily.varga@simonandschuster.com</a> , 212-698-7693
Speaker’s Books Available at Event:	Sponsor has purchased 65 copies of <i>The Distance Between Us</i> .
Technical Requirements:	Sponsor does not plan to record.
Additional Payment Terms:	Pursuant to Section 3, Sponsor shall pay S&S the Fee (as defined in Section 3) within 14 days of the Event Date.
Travel Requirements:	Speaking Fee is inclusive of all travel, lodging, and incidental expenses.
Additional Speaker Activities:	<i>Time will be confirmed prior to Event and must be approved by Speaker.</i>  TBD am/pm: Speaker will give a 45-minute book talk and presentation followed by 15 minutes of Q&A.

**2. Speaking Engagement:** S&S, through the Simon & Schuster Speakers Bureau (together with S&S, the “Bureau”), is acting in its capacity as booking agent for Speaker for the Event. Bureau shall secure Speaker’s availability and will handle all payments

from Sponsor in connection with the Event. Sponsor may not advertise or promote the Event in any manner until this Agreement has been fully executed. The Parties acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture or agent of either Sponsor or Bureau. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker's acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties agree that Speaker shall have sole and exclusive control over the production, presentation, and performance of his or her services in connection with the Event hereunder, including, without limitation, the details, means, and methods of the performance. Sponsor further acknowledges and agrees that for a period of five (5) years following the Event, Sponsor shall book any spin-off or subsequent events with Speaker exclusively through the Bureau and all terms for such events shall be negotiated with Bureau only.

**3. Payment:** As this Agreement removes Speaker from the marketplace on the date(s) of the Event, unless otherwise specified in Section 1, Sponsor must pay the Bureau a deposit equal to 50% of the Fee (the "Deposit") within fourteen (14) days of the Effective Date. Unless otherwise provided in Section 1, Sponsor shall pay the Bureau the remaining Fee balance thirty (30) days prior to the Event Date. Timing of each payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor. Acceptance of a late payment by the Bureau does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month.

**4. Cancellation by Sponsor:** If the Event is cancelled by Sponsor more than sixty (60) days prior to Event Date, the Deposit shall be forfeited and shall be due and payable immediately by Sponsor to the extent not already paid. If Sponsor cancels the Event within sixty (60) days or less of the Event Date, the full Fee will become due and payable immediately by Sponsor. For the avoidance of doubt, cancelling the Event due to an insufficient number of attendees will not relieve the Sponsor of its obligations to fulfill its financial obligations under this Agreement.

**5. Cancellation by Speaker:** In the event the Speaker must cancel the Event or is otherwise unable to appear or perform its obligations hereunder for any reason beyond the control of the Speaker, including, without limitation, illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), the Bureau and Speaker will not have any liability for the expenses or losses incurred by the Sponsor. The Bureau will attempt to provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. The Bureau agrees to refund the Sponsor, within thirty (30) days, the Deposit received from the Sponsor in the event Speaker cancels the Event and the Bureau cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. In the event Speaker is delayed, but arrives and presents her/his program in full, the Sponsor shall pay the Fee and other charges due hereunder to the Bureau.

**6. Force Majeure:** Notwithstanding any other provision of this Agreement, in the event that the performance of this Agreement, or any part thereof, by a Party or Speaker (an "Affected Party") is prevented by acts of God, exchange controls, export or import controls, or any other government restriction, wars, epidemics, pandemics, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist activity, lockouts, blackouts, or any other cause beyond the reasonable control of an Affected Party (such event, "Force Majeure"), such Affected Party shall not be responsible to the other Parties or Speaker for failure or delay in performance of its obligations under this Agreement. Each Affected Party shall promptly notify the other Party or Speaker of such Force Majeure condition. The terms of this clause shall suspend, but not excuse, any Affected Party from its duty to perform the obligations under this Agreement and full performance shall occur as soon as practicable after the Force Majeure condition ceases to exist.

**7. Lodging/Travel/Meal Expenses:** Unless otherwise agreed to by the Parties in writing, the Sponsor shall be solely responsible for the following Speaker expenses: (a) a refundable non-stop business-class roundtrip ticket (if business class is not available, the Sponsor to be responsible for first-class ticket) that is best available at time of ticketing to travel between Speaker's home or office at Speaker's city of origin and the Event venue/location; and (b) the Sponsor shall book and pay for hotel accommodation as needed subject to the Bureau's approval prior to booking. All hotel reservations made by the Sponsor for Speaker need to have at least a 48 hour no charge cancellation policy. The Sponsor shall reimburse Speaker for any out of pocket expenses. The Sponsor shall also arrange and pay for, or provide, ground transportation for Speaker in the Event town/city and to and from the airport/train station in Speaker's city of origin. All ground travel must be arranged through a fully insured and commercially licensed car service operator. Other actual expenses incurred by Speaker will be submitted to the Sponsor as incurred, unless otherwise agreed, and reimbursement shall be made to the Bureau within fourteen (14) days of receipt of documentation. In the event that Sponsor cancels the Event for any reason, including but not limited to a Force Majeure condition, the Parties agree that unrecoverable travel expenses shall be paid in full by the Sponsor.

**8. Facility/Event Requirements:** The Sponsor shall provide a clean, well-heated (or well-cooled as the case may be), well-lighted and safe venue for the Event in accordance with any federal, state, local, or campus health and safety protocols (including but not limited to any face covering/mask mandates and social distancing requirements), and shall not permit the audience to exceed the legal limit for the venue. The Sponsor shall provide sufficient security at the venue. The Sponsor shall provide all equipment and facilities, and all accessories required by Speaker, and shall ensure that all such equipment, facilities and accessories shall be in good working order. Any material change in the nature of the Event, including, without limitation, changes to the venue, the number of Event attendees, or the purpose of the Event as defined in Section 1 shall constitute a breach of this Agreement unless agreed to in writing by the Bureau. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing by the Parties. The Fee is understood to be for the Event only as outlined in Section 1.

**9. Recording/Endorsements:** The Sponsor shall not, and shall not permit any third party, without the express written consent of the Bureau, which may be withheld in the Bureau's sole discretion, to: (a) record the Event, including the Speaker's presentation, by any means, including without limitation audio-taped, video-taped or broadcast, streamed live and/or via Internet, in any form or length, and/or (b) use Speaker's name and likeness in connection with any endorsements of any kind. The Sponsor will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this Section. If permission of the audio and/or video recording of the Event for the Sponsor's archival purposes is given, a copy of any video or audio recording must be sent to the Bureau. The Sponsor consents to the use of such audio and/or video recording by Bureau and Speaker solely for their respective self-promotion and for no other reason unless otherwise agreed to in writing by Sponsor.

**10. Intellectual Property:** Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that are provided to Sponsor to use in connection with the advertising, promotion, and publicity of the Event, including but not limited to logos and marks, Speaker biographical information, book covers, and photos of Speaker (collectively referred to as "Promotional Materials"). Sponsor shall use only the biographical material and photos contained in the Promotional Materials when advertising or promoting the Event unless otherwise approved by Bureau in writing (email sufficient). All advertising, promotion, and publicity materials developed by, or on behalf of, Sponsor for this Event shall include the words: "For more information on this Speaker please visit [www.simonspeakers.com](http://www.simonspeakers.com)" and shall be sent to Bureau for approval prior to being disseminated.

In addition, Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that Speaker uses during the Event, including but not limited to participant materials, presentations, photographs, and any other materials (collectively referred to as "Presentation Materials").

The Sponsor shall obtain no rights to the Promotional Materials or Presentation Materials unless specifically agreed to by Speaker or Bureau, as applicable, in writing.

**11. Books:** The Sponsor shall arrange to have copies of Speaker's frontlist and/or backlist titles available for purchase and/or giveaway at the Event. The Sponsor agrees to: (a) purchase copies of the Speaker's book(s) from Sponsor's retailer of choice for on-site distribution or re-sale to attendees; (b) arrange for an adequately staffed local bookseller to sell copies of Speaker's book(s) on-site, or (c) arrange to purchase copies of Speaker's book(s) from Simon & Schuster, Inc. for on-site distribution or re-sale to Event attendees.

**12. Confidentiality:** The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable.

**13. Material Breach/Termination.** In the event the Sponsor refuses or neglects to perform any of its obligations stated herein, and/or fails to make any payment required herein, Speaker shall have the right to refuse to perform this Agreement, the Bureau shall retain any amounts paid to the Bureau by Sponsor, and Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid. Moreover, the Bureau shall have the right to cancel this engagement by providing notice to

the Sponsor, retain any amounts theretofore paid to the Bureau by the Sponsor, and the Sponsor shall remain liable to the Bureau for any remaining compensation that has not been paid.

**14. Taxes:** As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. It is understood that the Sponsor may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries. These taxes will be withheld only as required from the fees due Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker's behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. The Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

**15. Applicable Law:** This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine.

**16. Indemnification/Limitation of Liability:** The Sponsor agrees to defend, indemnify, and hold harmless the Bureau and Speaker, as well as their respective directors, officers, employees, agents, employees, successors and assigns from and against any and all losses, costs (including, without limitation, reasonable outside attorneys' fees and expenses), damages, liabilities, and claims, and pay any settlement amounts, judgments, or damages awarded, to the extent arising from, in connection with, or relating to, the Event, provided they do not arise solely from the active negligence or willful misconduct of Speaker or the Bureau. In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business, incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of Sponsor under this Agreement, any indemnification obligations of the Parties, and any damages arising from one Party's misappropriation of the other's intellectual property or Confidential Information.

**17. Other provisions.** The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof. Notwithstanding anything herein to the contrary, all terms logically construed to survive the termination or expiration of this Agreement shall survive.

**18. Entire Agreement.** This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. Unless agreed to in writing by the Bureau, this Agreement sets forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties. This Agreement shall supersede all prior agreements, communications, representations and understandings, either oral or written, between Bureau and Sponsor with respect to the subject matter contained herein. Unless agreed to in writing by the Bureau, all terms and conditions on any Sponsor-issued purchase order, addendum, rider, or other document in connection with the Event herein shall be deemed deleted and of no force or effect.



**Event Payment Invoice**

Contract ISBN #: 9781668038246

Edition Code: EC9

**Simon & Schuster Speakers Bureau**  
**1230 Avenue of the Americas**  
**New York, NY 10020**

To: Tyler Higa, School Principal

Sponsor Address:  
701 North Juanita Ave.  
Oxnard, CA 93030

Date: 03/08/2023

Amount: **\$5,000.00**

**Make payment to:**

“Simon & Schuster Inc.”

**First Class Mail**

Simon & Schuster Inc.  
Subsidiary Rights  
P.O. Box 70598  
Chicago, IL 60673-0598

**Electronic Funds Transfer:**

Simon & Schuster Inc.  
JPMorgan Chase  
One Chase Manhattan Plaza  
New York, NY 10005  
A.B.A Routing No. 021 000 021  
Account No. 304-287385  
Swift: CHASUS33

**Express Mail & Overnight:**

JPMorgan Chase  
Attn: Subrights 70598  
131 S. Dearborn – 6<sup>th</sup> Floor  
Chicago, IL 60603

**Description:**

Reyna Grande—**\$5,000.00 Event fee** payment relating to speaking engagement for Oxnard School in Oxnard, CA on April 25, 2023.

Please note **this payment is due by May 9, 2023**, in accordance with the Agreement.

*\*Please reference the Contract ISBN# when submitting payment.*



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

**Approval of Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

---

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.

Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFQ/P to modular building suppliers to provide a prequalified proposal for design and construction of ten new modular classrooms. Enviroplex, Inc. responded with a timely proposal to provide the new classrooms per the RFQ/P published. See Enviroplex, Inc Response to RFQ/P attached from March 17, 2023.

The proposal and subsequent Construction Service will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

**FISCAL IMPACT:**

The cost from Enviroplex, Inc. falls within the “All-In” approved budget of \$5,000,000.00. Funds to be paid out of the Master Construct and Implementation Fund.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement #22-230 with Enviroplex, Inc. to provide Full Modular Building Design and Construction Services for Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities, in the amount of \$5,000,000.00.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-230, Enviroplex Inc. \(49 Pages\)](#)

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSTRUCTION SERVICES  
TO PROVIDE FULL MODULAR BUILDING DESIGN AND CONSTRUCTION SERVICES FOR 10  
MODULAR CLASSROOMS TO BE CONSTRUCTED AT  
DRIFFILL ELEMENTARY SCHOOL  
FACILITIES CONSTRUCTION PROJECT**

This Agreement for Construction Services (“Agreement”) is entered into as of this **20th** day of **April, 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Enviroplex, Inc** (“Consultant”), a California corporation with a business address located at 4777 E. Carpenter Road, Stockton, CA 95215. 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 April 20, 2023 through December 31, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill School New Modular Kindergarten Construction Project, 910 S E St., Oxnard, CA 93033** (“Project”), as described in **RFQ/P #22-02 Proposal**.

- 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 December 31, 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.
- b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to 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 product 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 and 9270(BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (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.

\_\_\_\_\_ (Initials)

**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.

\_\_\_\_\_(Initials)

**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 sub-consultants 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: Drifill School New Modular Kindergarten Construction Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
521 N 1<sup>st</sup> Avenue  
Arcadia, CA 91006  
Attention: Rick Ostrander  
Telephone: (626) 829-8300  
Email: [rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)

**To Consultant:** Enviroplex, Inc  
Attention: David Duggins, Director  
4777 #. Carpenter Road  
Stockton, CA 95215  
Telephone: (209) 992-7204  
Email: [David.Duggins@enviroplex.com](mailto:David.Duggins@enviroplex.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:**

**ENVIROPLEX, INC.**

\_\_\_\_\_  
*Signature*

Lisa A. Franz, Director of Purchasing

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

Tax Identification Number: \_\_\_\_\_

## 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 = \$5,000,000.00**

**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. Travel and Mileage.** 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 "A"

## EXHIBIT "B"

### INSURANCE

**I. Insurance Requirements.** 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. All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 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 "B"

**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: \_\_\_\_\_

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 contact 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: \_\_\_\_\_

Proper Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

**EXHIBIT “D”**

**SCOPE OF SERVICES**

**Outlined Attached Proposal from Enviroplex, Inc., dated March 17, 2023**

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-02**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)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 2030 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 attached [\_\_\_] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [\_\_\_] is [X] is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director of Purchasing



REQUEST FOR QUALIFICATIONS AND PROPOSAL  
MODULAR CONSTRUCTION SERVICES FOR THE  
NEW KINDERGARTEN CLASSROOMS  
CONSTRUCTION PROJECT



ENVIROPLEX, INC.  
RESPONSE TO RFQ/P  
MARCH 17, 2023

March 17, 2023

Mr. Rick Ostrander  
CFW  
Oxnard School District

Dear Mr. Ostrander:

Thank you for giving Enviroplex, Inc., the opportunity to submit its Response to the Oxnard School District's RFQ/P for Pre-Fabricated Building Manufacturers for the new Kindergarten Classrooms Construction Project.

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded Corporation. We have been in business for over thirty consecutive years with never a stop notice or lien issued. We've supplied California school districts with every building type from stand-alone 24x40 classrooms to customized science labs to administration buildings to twenty-thousand square foot two-story multi-functional learning centers.

Pursuant to the RFQ/P's criteria, Enviroplex, Inc., hereby attests:

**Enviroplex received a copy of the District's form of Agreement for Modular Services ("Agreement") attached as Attachment A to the RFQ/P. Enviroplex has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, Enviroplex has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal.**

**Enviroplex 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.**

Enviroplex certifies no firm official or employee has ever been convicted of an ethics violation.

Enviroplex acknowledges receipt of Addendum 1 dated February 23, 2023.

By virtue of this submission, Enviroplex, Inc., declares that all information provided is true and correct.

Sincerely,



David Duggins  
Director  
209-992-7204 Direct  
[David.Duggins@enviroplex.com](mailto:David.Duggins@enviroplex.com)

# BUSINESS INFORMATION

Enviroplex, Inc., is a wholly owned subsidiary of McGrath, a publicly traded corporation. Located in Stockton, California, Enviroplex was incorporated in 1991 under the laws of the State of California, and has had no change of ownership since that incorporation. Enviroplex has been in business 31 years as a Contractor under our current license.



License: 640557  
Class: B  
Expires/Renews: March 31, 2024  
Federal Tax ID: 68-0258325

DIR#: 100005676  
County: San Joaquin  
Expires/Renews: June 30, 2025

LITIGATION HISTORY:  
None

Main Contact: Gaylene Givens  
[Gaylene.givens@Enviroplex.com](mailto:Gaylene.givens@Enviroplex.com)  
916-254-9446

Hollister USD – Rancho San Justo MS (admin)



# RELEVANT QUALIFICATIONS

As a Modular Building Manufacturer, Enviroplex builds its business and reputation not just on our quality buildings, our personnel and the subcontractors we work with, but also on our scheduling commitments. Our primary work is with California schools whose construction schedules typically take place over the summer months when students are away from campus. It is crucial that, as a team (District + Enviroplex + Architect + site contractor), we “plan the work and work the plan.”

Enviroplex specializes in modular buildings for California schools, the primary reviewing agency being the Division of the State Architect. Over 90% of our projects have been designed and delivered under DSA Field Act standards.

When agency approvals are delayed, so too is the project’s overall schedule. To mitigate delays, we work with the Architect before DSA submittal to ensure the drawings are accepted at in-take.

If delays are anticipated due to site issues, or [code cycle changes](#) such as we find ourselves in now (2019 vs. 2022) that affect design, Enviroplex would propose that it obtains DSA “Stockpile” approval of the buildings’ floor plan/elevations ahead of the Architect’s site-adapt approval package. Approved “Stockpile” plans allow Enviroplex to begin manufacturing while the Architect is working on the site package approval. Code follows the approved plans. Only the site scope would be designed to new code. If Enviroplex is the successful Respondent, the Stockpile approach to DSA can be further investigated with the Team.



San Luis Coastal SD – Bellevue Santa Fe Charter School



Salinas UHSD – Mission Trials ROP



Hayward USD – Cherryland Elementary School

Enviroplex typically sells its buildings to California School Districts via a Cooperative Purchasing Agreement (Piggyback Contract). Our current Piggyback Contract is with the Merced River School District, Winton, California.

Enviroplex is also a great teaming partner to General Contractors when Districts prefer a Lease Lease-back delivery method. Enviroplex is a sub-contractor to the LLB GC. Enviroplex complies with the Skilled/Trained Workforce, and prevailing wage requirements. Enviroplex is not signatory to any Unions.

## Recent LLB Projects where ENV was a sub-Contractor - GC References:

Allison Otto  
Otto Construction  
916-441-6870  
San Juan Unified School District  
Cottage Elementary School  
120x32 Classroom Building



Brian Wagner  
Clark Sullivan Construction  
916-918-9222  
Robla Unified School District  
Robal Elementary School  
168x40 Classroom Building; 96x40 Kinder



Robla Elementary School (Kinder)

James Moore  
Robert A. Bothman Construction  
408-690-1625  
Stockton Unified School District  
Franklin High School  
(2) 24x40 Concession / Restroom Buildings



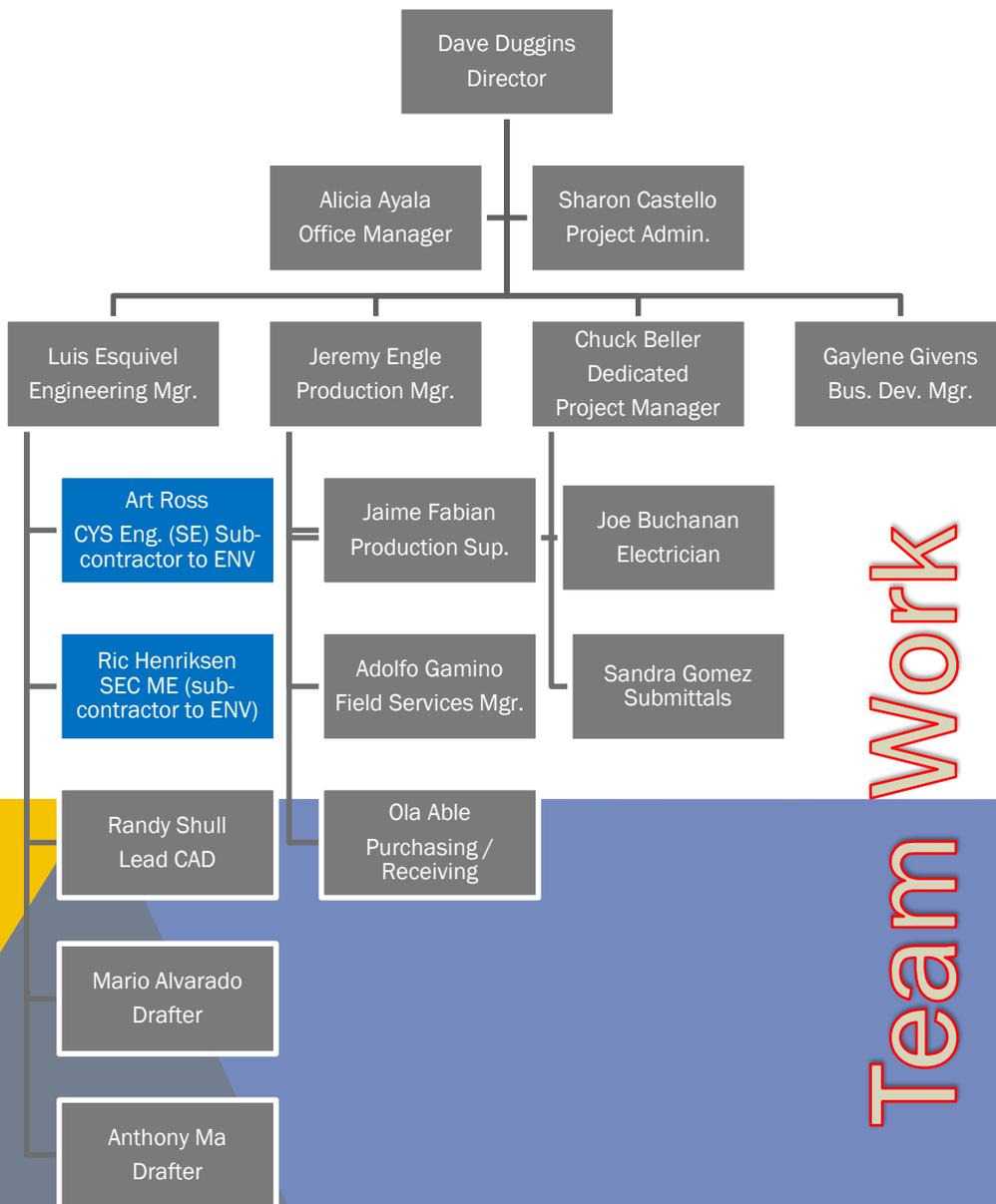
Franklin High School

# PROJECT TEAM SUMMARY

As with everything we do, our staffing approach starts with a plan; a staffing plan ensures that the organization has the right number of people with the right skills to complete projects on schedule and on budget.

This approach, combined with our commitment to outstanding customer service, means that our customers can count on us to make staffing decisions that have a positive contribution to the success of every project. With Enviroplex, you can expect to receive our commitment to superior responsiveness from kick-off to close-out.

The Oxnard School District will have the full support of our organization, and an ENV dedicated Project Manager in Chuck Beller.



Team Work

# COMPLETED K-12 PROJECTS



**Project Name: Koramatsu Children's Center**

Location: 3100 Layola Drive, Davis, CA

Owner: Davis Jt. Unified School District

Owner Contact: David Burke 530-759-2182

Architect or Engineering firm: Rainforth Grau Architects

Architect or Engineer Contact: Jeff Grau 916-368-7990

Description of Project, Scope of Work Performed: (3) 48x40, 60x40, and 24x40 classroom buildings

Total Value of Construction: \$2,600,000.00

Date Construction Commenced: 9/20/2020

Original Contractual Completion Deadline: 9/1/2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: 8/15/2021

ENV Project Manager: Lisa Alavarado



# COMPLETED K-12 PROJECTS



**Project Name: Capay Elementary School**  
Location: 7504 Cutting Avenue, Orland, CA  
Owner: Capay Jt. Union Elementary School District  
Owner Contact: Superintendent Jim Scribner 530-865-1222  
Architect or Engineering firm: Rainforth Grau Architects  
Architect or Engineer Contact: Jennifer Huang 916-368-7990  
Description of Project, Scope of Work Performed: 48x40 and 84x40 classroom buildings w/multi-fixture restrooms. VAULTED ceiling shed roofs, interior peak at 11'2".  
Total Value of Construction: \$1,340,803.16  
Date Construction Commenced: 5/3/2021  
Original Contractual Completion Deadline: 9/9/2021  
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: n/a  
Actual Date of Completion: 9/9/2021  
ENV Project Manager: Lisa Alvarado



# COMPLETED K-12 PROJECTS



**Project Name: DeLaveaga Elementary School**

Location: 1145 Morrissey Avenue , Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(2) 72x40 classroom buildings

Total Value of Construction (including change orders): \$2,176,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh



# COMPLETED K12 PROJECT



**Project Name: Bay View Elementary School**

Location: 1231 Bay Street, Santa Cruz, CA

Owner: Santa Cruz City Schools

Owner Contact: Trevor Miller 831-429-3904

Architect or Engineering firm: MADI Group

Architect or Engineer Contact (name and current phone number): Ralph LaRoux-831-419-0791

Description of Project, Scope of Work Performed:

(1) 120x32 and (1) 60x32 classroom building

Total Value of Construction (including change orders): \$2,253,000.00

Date of Completion: August 2019

ENV Project Manager: Hap Singh



# COMPLETED K12 PROJECT



## Project Name: Peninsula High School

Location: 860 Hinckley Road, Burlingame, CA

Owner: San Mateo High School District

Owner Contact: Brad Barncord 650-558-2499

Architect or Engineering firm: QKA

Architect or Engineer Contact :Kevin Chapin; 707.576.0829

Construction Manager: Greystone West; Todd Lee; 707-933-0624

Description of Project, Scope of Work Performed: 3 two-story buildings totaling 20,000 square feet

Total Value of Construction: \$9,452,000.00

Date Construction Commenced: February 2020

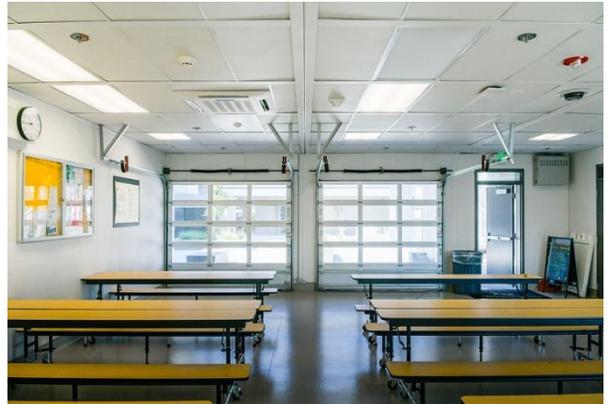
Original Contractual Completion Deadline: January 2021

Adjusted Completion Deadline Based on Time Extensions

Granted by Owner: n/a

Actual Date of Completion: January 25, 2021

ENV Project Manager: Chuck Beller



# COMPLETED K12 PROJECT



**Project Name: Theodore Judah Elementary School**

Location: 101 Dean Way, Folsom, CA 95630  
Owner: Folsom Cordova Unified School District  
Owner Contact (name and current phone number): Mike Hammond; (916) 294-9010 ext. 103312  
Architect or Engineering firm: HED Design Group  
Architect or Engineer Contact (name and current phone number): Chris Rahm; 916.287.2126  
Description of Project, Scope of Work Performed: 120x32 classroom building; 72x40 media center  
Total Value of Construction (including change orders): \$1,635,000.00  
Date Construction Commenced: February 2019  
Original Contractual Completion Deadline: July 31, 2019  
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 30 days  
Actual Date of Completion: August 30, 2019  
Piggyback Contract procurement of buildings



# COMPLETED K12 PROJECT



## **Project Name: Vacaville High School**

Location: 100 W. Monte Vista Avenue, Vacaville, CA

Owner: Vacaville Unified School District

Architect or Engineering firm: Rainforth Grau

Architect or Engineer Contact (name and current phone number): Jeff Grau – 916-368-7990

Description of Project, Scope of Work Performed: (2) two story buildings totaling 30,700 square feet of classroom space, boys and girls multi-fixture restrooms, staff workroom, janitor room, and fire alarm control room; concrete infill balconies, concrete stairs

Total Value of Construction (including change orders):  
\$8,056,000.00

Date of Completion: May 2018

Public Bid award



## **KEY BUILDING FEATURES:**

Interior Quiet Closet HVAC units

Concrete filled cantilevered balconies

Concrete floors up / down

Pre-engineered fire sprinkler system

Modular elevator with matching exterior finish

5' front overhangs and powder-coated hand rails

3-Coat stucco exterior

Custom Series 5000 windows

Custom fabricated window shade trellis from tube steel

Shed roof with over-sized metal plant on fascia

# ENV TYPICAL SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
Site Engineering (soils, flatwork etc)		x	J-boxes, wall mounted (conduit stubs to attic)	x	
Structural Engineering of buildings and foundations (DSA 1MR fees/scope of work included w/ENV's Proposal)	x		Backboards (fire rated or other) for mounting of low voltage panels or other devices		x
Permits, Local Permits, Use Fees (any encroachment permits or local law enforcement requirements)		x	Attic (above ceiling) mounted equipment (including conduit, raceways, boxes and devices)		x
Inspection Services		x	Terminal cabinets for any low voltage systems		x
Complete SE/ME/EE assemblies for modular building	x		Water chlorination testing		x
Adapters to adapt downspouts to site rainwater system		x	Plumbing waste and service tie-in from site to buildings		x
Fire Rated Construction as required	x		Any type of plumbing beyond 6" of building footprint		x
Site work (anything outside of building footprint)		x	Utility tie in of any kind (including downspouts, landing of electrical power in the panels, plumbing, low voltage and any other site connections to the building)		x
Certified building pad		x	Formal commissioning programs or checklists		x
Under building drainage, or restoration of under building drainage after foundation work		x	Re-keying		x
Backfill around foundation (rough and finish)		x	Fire extinguisher	x	
Utility location		x	Signage (ENV provides restroom signage only)		x
Compaction of earth (anywhere on site at any time) and testing of same		x	Clock / speaker system (Other than electric rough-in by ENV)		x
Spoils removal from site (including from foundation trenching)		x	Cleaning (final cleaning including vacuuming and/or waxing of floors)		x
Surveying of building corners or any other surveying including FF elevations etc		x	Site access & Staging area		x
Foundation design by SE of ENV building	x		Walkways and pathways		x
Foundation can be by Owner; includes poly vents, access grate well, embed weld plates, all	x	x			
ENV excludes any and all items that the AOR has included in the draft building plans that would deviate from ENV's PC.	x				



# SCOPE OF WORK

Scope / Responsibility	Env	Owner	Scope / Responsibility	Env	Owner
HVAC System	x		Low voltage systems (FA, Data, Phone, Security etc)		x
Control systems of any type (electrical, lighting or HVAC)		x	Open J-box cover plates		x
HVAC condensate drains	x		Portable toilets		x
Site gear (anything not contained within the building footprint) including main switchboards, substations etc.		x	Site power		x
Ground rods or UFERS		x	Fresh water		x
Electrical tie-in from site to buildings panels		x	Construction fencing / or other security		x
Vandalism repair (including graffiti)		x	Termite treatment		x
Trench plates		x	Overhead clearance (crane)		x
Unobstructed site access		x	SWPPP		x
Punch list duration		x	Dust control		x
Certified payroll and payment of prevailing wage for specified work performed at the site (if required by law)	x		Labor Union requirements or PLA = all work completed at the Factory is excluded. No exceptions.	x	x
Envioplex excludes all hard lid ceilings; hard lid deviates from PC.	x				
Ceiling mount projector by Owner		x			

## LITIGATION

In September 2018 a Plaintiff sued multiple defendants, which ultimately included Envioplex and the Folsom Cordova Unified School District in a personal injury lawsuit. The litigation was settled. The school district was not responsible for paying any sums to the plaintiff as part of the settlement.



# ENV TYPICAL GENERAL CONDITIONS

**Staging:** Owner to provide adequate staging area for the modules within the boundaries of the project site or Owner coordinated area within a quarter mile of the project site.

**Site & Staging access:** Owner to provide the proper site access to Enviroplex for installation of the modular building. Owner will provide a clear or protected pathway from the project entrance to the modular building during the entire project duration. Exceptions to this must be coordinated with Enviroplex and the Owner. The Owner must provide at least a 50 foot buffer from one side and one end of the building with a surface suitable for trucking and crane use during the approved installation dates. These dates will be approved and coordinated with Enviroplex. Enviroplex is not responsible for protection of utilities or equipment, trench plates, encroachment permits, tree or limb removal, fence removal, grading or soil compaction etc. in the pathway or the buffer zone. Enviroplex not liable for damage to grass, sprinkler systems, asphalt, concrete or any Owner surface if access requires traversing these surfaces.

**Concrete:** Enviroplex will make a good faith effort to utilize any concrete protection the Owner provides, but concrete is prone to breakage under heavy truck traffic regardless of protection. Owner will be responsible and repair any damage to concrete incurred during building construction due to inadequate protection that is within the approved building access pathway or buffer zone. This includes sidewalks, curbs, driveways etc.

**Overhead safety/Clearance at Project Site:** Owner to ensure no overhead obstructions, notably live power wires, inhibit safe operation of a crane during installation. Any power wires closer than 10' (typically) to the crane boom during any portion of crane operation must be de-energized by the Owner. Any wires of any type that hang lower than 17'6" are at risk and are the responsibility of the Owner to make the area accessible. Enviroplex is not liable for damage to same.

**Hygiene:** Owner to provide adequate portable toilets & hand washing stations for Enviroplex workers on site.

**Overhead Clearance to Project Site:** Enviroplex will make every attempt to determine adequate height routes to the project site, but overhead clearances on the construction site or entrance to the site must be at least 17' from top of grade or coordinated with Enviroplex before shipment. It is the responsibility of Owner to make sure the buildings have proper height clearances or will make appropriate adjustments at their own expense

**Flooring:** Finish flooring must be installed last during the building site work phase. Any damage occurring to finish flooring caused by work of the Owner continuing after flooring install will be the responsibility of the Owner. Additionally, buildings must have the electrical service operational prior to finish flooring installation. If early installation of flooring is requested by Owner, this is at Owner's risk.

## GENERAL CONDITIONS CONTINUED

**Blocking & backer boards:** Only devices or objects specifically indicated on the Enviroplex plans will have mounting blocking installed in the walls. Coordination of additional blocking must be made prior to commencement of production of the units. This includes projectors, projection screens, paper dispensers, future items etc. Any Owner blocking must be coordinated with Enviroplex Inc. and will be paid through a change order.

**Cleaning:** Enviroplex will perform scrap out and light sweep of building. Cleaning, dusting, floor prep, floor wax, wiping windows, vacuuming and any Owner tasks related to preparation for occupancy is by Owner.

**Punch list:** Enviroplex requires at least two calendar weeks of normal workday access between Owner or representative list generation and building occupancy.

**Drainage:** Gutters and downspouts are by Enviroplex. Downspout transitions and tie-ins are by Owner. Owner is responsible for installing storm drain tie-ins or point of connection (P.O.C.) for downspouts. Owner to coordinate locations of P.O.C. with Enviroplex for proper alignment and finish height of P.O.C. installed by Owner. Crawl-space drains (if desired) are excluded by Enviroplex and are by Owner.

**Storm Water Pollution Prevention Plan (SWPPP):** Maintaining and administering a SWPPP program is by Owner. If conditions on site are muddy or questionable, site work and access will be coordinated with the Owner.

**Dust Control:** Dust control measures and documentation are by Owner.

**Utility tie in:** All wet utility tie in is by Owner. Enviroplex utility piping will terminate 6" from the foundation face and will exclude any metering, backflow devices and/or Owner regulating devices, equipment or improvements.

**Electrical Panels:** Building main panel electrical systems/conduit provided by Enviroplex Inc. will include only the main panel and a conduit stubbed out with an exterior threaded connection. The electrical service within the building is by Enviroplex. Main panel service side underground conduit and connection, site electrical equipment, cable, hookup, grounding and testing are by the Owner. Building main electrical panel grounding is to be provided by the Owner. If routing of electrical conduits under the foundation is required, the Owner must provide appropriate penetrations through the foundation as provided by the Enviroplex plans.

All interior and exterior building signage is provided and installed by the Owner.

Surveying of building foundation corners and finish floor elevations will be by the Owner.

Fencing is by the Owner.

All keyed cylinders and keying is by Owner



## Oxnard School District -- Drifill Elementary School

## Figure 1 -- Sample Kindergarten Classroom -- 72x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	4	\$ 31,008.38	\$ 124,033.54
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	5	\$ 17,901.05	\$ 89,505.25
2263	Weld Plates (High Seismic)	EA	10	\$ 476.85	\$ 4,768.50
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	1	\$ 5,926.11	\$ 5,926.11
2303	6' polyvent	EA	6	\$ 2,495.77	\$ 14,974.62
2304	12" high, 24 ga metal flashing	Per lf	224	\$ 22.00	\$ 4,928.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	224	\$ 7.66	\$ 1,715.84
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	2,688	\$ 2.54	\$ 6,827.52
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,688	\$ 24.52	\$ 65,909.76
2505	3-coat stucco control joint	Per lf	1,344	\$ 7.11	\$ 9,555.84
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	2,688	\$ 2.19	\$ 5,886.72
2509	Acrylic Color - Standard Color Selections	Per sf	2,688	\$ 2.19	\$ 5,886.72
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	6	\$ 1,021.45	\$ 6,128.70
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
<b>GENERAL</b>					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	182	\$ 56.61	\$ 10,303.02
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	182	\$ 38.04	\$ 6,923.28
3006	Toilet room, single, cold only (ADA compliant)	EA	2	\$ 11,004.90	\$ 22,009.80
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 14.45	\$ 1,156.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 134.91	\$ 134.91
3018	FRP wall panels	EA	440	\$ 3.60	\$ 1,584.00
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	352	\$ 43.00	\$ 15,136.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	2,736	\$ 4.40	\$ 12,038.40
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$ 636.43	\$ 1,909.29
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	\$ 2,016.66	\$ 4,033.32
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	2	\$ 1,356.66	\$ 2,713.32
3115	Panic hardware, Von Duprin or equal	EA	3	\$ 2,602.11	\$ 7,806.33

3124		View light, 8x30 (adder)	EA	2	\$ 212.78	\$ 425.56
3231		Side light, 16"x84"	EA	2	\$ 735.10	\$ 1,470.20
		<b>Electrical Options</b>				
3300		125 amp 1-phase panel	EA	3	\$ 813.38	\$ 2,440.14
		<b>Lights</b>				
3408		Lighted "Exit" sign (battery back-up)	EA	3	\$ 228.55	\$ 685.65
3414		Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	\$ 318.88	\$ 956.64
		<b>Electrical infrastructure</b>				
3502		Duplex receptacle	EA	16	\$ 130.66	\$ 2,090.56
3504		GFI receptacle	EA	5	\$ 159.65	\$ 798.25
3506		Dedicated Circuit	EA	3	\$ 464.19	\$ 1,392.57
3508		4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 99.67	\$ 1,196.04
3509		Conduit 3/4"	Per lf	100	\$ 3.35	\$ 335.00
3514		N-light switching w on/off & dim	EA	2	\$ 148.12	\$ 296.24
3516		N-light three way switching	EA	7	\$ 273.19	\$ 1,912.33
3522		conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
		<b>Electrical Specialty</b>				
3605		Exhaust Fan - Orbit 150CFM (or equal)	EA	2	\$ 341.37	\$ 682.74
		<b>Low voltage items</b>				
3703		Rough-in only for FA pull station	EA	1	\$ 115.01	\$ 115.01
3704		Rough-in only for FA interior horn/strobe	EA	1	\$ 118.14	\$ 118.14
		<b>Misc HVAC</b>				
		<b>PLUMBING</b>				
5000		Lavatory, wall hung, ADA or specified height, cold only	EA	2	\$ 1,974.98	\$ 3,949.96
5001		Sink, classroom, SS, w/ bubbler, cold only	EA	2	\$ 2,891.41	\$ 5,782.82
5010		Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler	EA	1	\$ 6,262.16	\$ 6,262.16
5020		goose neck faucet	EA	2	\$ 434.72	\$ 869.44
5203		Hose bib, recessed (wall hydrant)	EA	1	\$ 1,316.50	\$ 1,316.50
5210		Floor Drain	EA	2	\$ 1,330.47	\$ 2,660.94
		<b>Toilet partitions</b>				
		<b>Toilet accessories</b>				
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	\$ 154.12	\$ 308.24
		<b>Flooring (all prices per sf unless otherwise noted)</b>				
		<b>Carpet</b>				
5612		Tandus - Broadloom -- Applause III Powerbond	Per sf	2,640	\$ 9.53	\$ 25,159.20
		<b>Top set base</b>				
5702		Burke 4" Vinyl - Roll @ 100' lengths	EA	250	\$ 5.01	\$ 1,252.50
		<b>Tile</b>				
5800		Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	240	\$ 34.05	\$ 8,172.00
		<b>Walk off mats</b>				
5900		Mannington, Recourse II	Per sf	70	\$ 19.23	\$ 1,346.10
		<b>VCT (Vinyl Composition Tile)</b>				
		<b>Sheet Goods</b>				
		<b>Epoxy flooring</b>				
		<b>Flooring transition</b>				
		<b>CASEWORK</b>				
6521		153 36x34x24 ADA sink base	EA	2	\$ 1,232.16	\$ 2,464.32
6544		212 36x34x24 1 drawer/2 doors	EA	2	\$ 1,237.04	\$ 2,474.08
6546		212 48x34x24 1 drawer/2 doors	EA	6	\$ 1,276.05	\$ 7,656.30
6597		530 36x84x24 teacher's lock	EA	2	\$ 1,910.02	\$ 3,820.04
6622		Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	36	\$ 109.14	\$ 3,929.04
6625		Finished end panels	EA	6	\$ 174.60	\$ 1,047.60

<b>Sub-Total</b>	<b>\$ 653,588.64</b>
------------------	----------------------

		<b>DISTRICT SPECIFIED ITEMS</b>				
1025		Custom 6 panel windows (final design TBD)	EA	4	\$ 2,875.00	\$ 11,500.00
1025		3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	4	\$ 16,972.00	\$ 67,888.00
1025		Pad mounted HVAC system, fully ducted interior; complete ME design/engineering, includes 2019 code Title 24 energy calcs. Final design TBD; Estimate only at this time.	EA	1	\$ 96,750.00	\$ 96,750.00
1025		Custom condenser security cages w/hinge, hasp, and padlock		3	\$ 2,643.00	\$ 7,929.00
		<b>Sub-Total</b>			<b>\$ 184,067.00</b>	

		<b>PROJECT CLOSE OUT ITEMS</b>				
1		Labor to close out site	hour	180	\$ 110.00	\$ 19,800.00
2		On-Site Labor (plumbing close-out)	hour	40	\$ 268.00	\$ 10,720.00
3		Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4		Delivery	floor	6	\$ 6,775.00	\$ 40,650.00

5	Installation	floor	6	\$ 4,550.00	\$ 27,300.00
6	Bond		1		\$ 6,862.68
7	Estimated Tax		1		\$ 20,914.84
				<b>Grand Total</b>	<b>\$ 987,903.16</b>

**Notes:**

- 1 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
- 3 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.**



## Oxnard School District -- Drifill Elementary School

## Figure 2 -- Sample Kindergarten 3 Classroom -- 120x40 Building

BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes

2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	8	\$ 31,008.38	\$ 248,067.07
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); Mechanical engineering for energy calcs; DSA 1MR processing, SE signature for Architect's DSA package	Per hr	60	\$ 339.79	\$ 20,387.40
Sub-floor options					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
2250	12x40 at grade foundation w/ 18" crawl space and 12" footing embedment (initial foundation segment) - High Seismic Zone	EA	1	\$ 24,600.62	\$ 24,600.62
2251	12x40 at grade foundation (additional foundations segments) - High Seismic Zone	EA	9	\$ 17,901.05	\$ 161,109.45
2263	Weld Plates (High Seismic)	EA	22	\$ 476.85	\$ 10,490.70
Foundation Vents & Flashing					
2301	2x4 access vent well with retained metal grate (ADA)	EA	2	\$ 5,926.11	\$ 11,852.22
2303	6' polyvent	EA	12	\$ 2,495.77	\$ 29,949.24
2304	12" high, 24 ga metal flashing	Per lf	320	\$ 22.00	\$ 7,040.00
Exterior Finish Options					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	320	\$ 7.66	\$ 2,451.20
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	3,840	\$ 2.54	\$ 9,753.60
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	3,820	\$ 24.52	\$ 93,666.40
2505	3-coat stucco control joint	Per lf	1,910	\$ 7.11	\$ 13,580.10
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	3,840	\$ 2.19	\$ 8,409.60
2509	Acrylic Color - Standard Color Selections	Per sf	3,840	\$ 2.19	\$ 8,409.60
Misc exterior finish					
Upgraded Framing construction					
Roofing Options					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	10	\$ 1,021.45	\$ 10,214.50
Thermal protection					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
<b>GENERAL</b>					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	400	\$ 56.61	\$ 22,644.00
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	200	\$ 38.04	\$ 7,608.00
3006	Toilet room, single, cold only (ADA compliant)	EA	5	\$ 11,004.90	\$ 55,024.50
3011	Blocking only, wall mounted accessories, 4x4	Per lf	200	\$ 14.45	\$ 2,890.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	2	\$ 134.91	\$ 269.82
3018	FRP wall panels	EA	852	\$ 3.60	\$ 3,067.20
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	644	\$ 43.00	\$ 27,692.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	4,800	\$ 4.40	\$ 21,120.00
Doors (KD Frames standard)					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	13	\$ 636.43	\$ 8,273.59
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	12	\$ 2,016.66	\$ 24,199.92
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	6	\$ 1,356.66	\$ 8,139.96
3115	Panic hardware, Von Duprin or equal	EA	7	\$ 2,602.11	\$ 18,214.77



1	Labor to close out site	hour	200	\$ 110.00	\$ 22,000.00
2	On-Site Labor (plumbing close-out)	hour	75	\$ 268.00	\$ 20,100.00
3	Crane	hour	16	\$ 1,500.00	\$ 24,000.00
4	Delivery	floor	10	\$ 6,775.00	\$ 67,750.00
5	Installation	floor	10	\$ 4,550.00	\$ 45,500.00
6	Bond		1		\$ 11,818.34
7	Estimated Tax		1		\$ 36,017.79
				<b>Grand Total</b>	<b>\$ 1,633,663.80</b>

**Notes:**

- 1 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
- 3 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.**

ATTACHMENT C

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:

---

Enviroplex, Inc.

Street address:

4777 E. Carpenter Road

---

City, State, Zip:

Stockton, CA 95215

---

Certified by: (type or print)

---

David Duggins, Director

---

Title

Signature

---

3-15-23

Date

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime <input checked="" type="checkbox"/> Sub-awardee</p> <p>Tier I, if Known:</p> <p>Enviroplex, Inc. 4777 Carpenter Rd. Stockton, CA 95215</p> <p>Congressional District, if known: California 9<sup>th</sup> Congressional District</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee,</p> <p>Enter Name and Address of Prime: Oxnard School District 1051 S A St. Oxnard, California</p> <p>Congressional District, if known: California 26<sup>th</sup> Congressional District</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: David Duggins _____</p> <p>Title: Director _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Debarment, Suspension, and Other Responsibility Matters

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

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Enviroplex, Inc

---

Contractor/Company Name

TBD

Award Number, Contract Number, or Project Name  
David Duggins, Director

---

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

---

Signature(s)

3-15-23

---

Date

# EXHIBIT D

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Approval of Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)**

---

Positive Adventures, LLC will provide four (4) overnight camps (2 nights/3 days) serving 60 students each, and four (4) day camps (for a period of four weekdays) serving 100 students each, during the summer months. Students will get experiences in leadership, team building, and adventure education focused on science and wellness.

**Term of Agreement:** June 19, 2023 through August 15, 2023

#### **FISCAL IMPACT:**

\$250,000.00 – ELOP Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-232 with Positive Adventures, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-232, Positive Adventures, LLC \(11 Pages\)](#)

## OSD AGREEMENT #22-232

### Positive Adventures, LLC Services Agreement Oxnard School District – Summer Programming – Day Camps and Overnight Retreats

This agreement (the "Agreement") is between *Positive Adventures, LLC* ("Outfitter") and *Oxnard School District* ("Client") and is effective as of the date of board approval by the Oxnard School District School Board on this Agreement ("Effective Date") who in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

**Engagement.** Client hereby engages Outfitter on an exclusive basis and Outfitter accepts engagement as an independent contractor to Client, pursuant to the terms set out in this Agreement.

**Compensation.** Client agrees to pay for services rendered under this Agreement in accordance with Exhibit A, plus all applicable state and local taxes that may be payable by Client, including but not limited to sales/use tax, excise tax, and gross receipts tax.

**Outfitter Services.** The outfitter will provide a series of "Educational Outdoor Programs" (the "Programs") for the summer extended learning program

The Program includes various program components in the Summer of 2023.

#### Summer 2023: Program Components

Overnight Retreats @ Ocean Mesa Campground, Goleta CA

3 Day/2 Night camping experiences, Tues-Thursday, for up to 60 students

Adventure Day Camps @ Various Oxnard, CA locations: Tues, Wed, Thurs, and Friday 8:30 pm-2:00 pm for up to 90 students

#### Summer 2023 Dates:

##### Overnight Retreats:

Session #1 June 20th-22nd

Session #2 June 27th-29th

Session #3 August 1st-3rd

\*\*\*\*Option for an Additional Session #4 August 8th-10th

##### Adventure Day Camps:

Session #1 June 19th-22nd

Session #2 June 26th-29th

Session #3 July 31st- August 3rd

\*\*\*\*Option for an Additional Session #4 August 8th-11th

The Programs are facilitated and instructed using experiential education methods, including, but not limited to

- Experiential Leadership Development Experiences
- Team Building Activities Focused on Social and Emotional Learning
- Adventure Education focused on leadership development, team skills, and health and wellness.

**Location/Time:** The location for the Program will be held at the following locations or an alternative location(s) mutually agreed by Outfitter and Client. The specific times of programming will be determined in the operations phase.

Overnight Retreats: Ocean Mesa Campground and El Cap State Beach: 100 El Capitan Terrace Ln, Goleta, CA 93117

Summer Day Camps: Channel Islands Harbor, Boulder Dash Indoor Climbing, On-School Campus Locations, Arroyo Verde Park

### **Outfitter Responsibilities Overnight Retreats**

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Provide direct supervision of students between the hours of 8:00 am-4:00 pm, 5:00 pm-9:00 pm
- Maintain current liability insurance, as indicated below;
- Provide tent camping accommodations for all participants
- Provide 6 meals beginning with Dinner and ending with lunch
- Provide 6 Positive Adventures staff. 1 for each group and 1-course director
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with the Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to the Client for review prior to the Program start date;
- Outfitter is responsible for safely securing and keeping private all Personal Health Information provided by the Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in the Outfitter's care, custody, or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of a such accidental or intentional disclosure;

### **Client and Program Participant Responsibilities Overnight Retreats**

- Provide at least six (6) chaperones per trip for the duration of the Program;
- Provide transportation and travel to and from the Program Location; including an emergency vehicle to remain on-site at all times,
- Provide nighttime supervision of students between the hours of 8:30pm-8:00am. Positive Adventures is not responsible for any nighttime incidences outside of basic medical care in the event of an emergency.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into five (5) Trail Groups per school containing up to 15 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

### **Outfitter Responsibilities Summer Day Camps**

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Maintain current liability insurance, as indicated below;
- Provide guided hiking, kayaking, indoor gym climbing and on-campus team building experiences for up to 90 campers each day/30 per activity
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to Client for review prior to the Program start date;
- Outfitter is responsible to safely secure and keep private all Personal Health Information provided by Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in Outfitter's care, custody or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of such accidental or intentional disclosure;

### **Client and Program Participant Responsibilities Summer Day Camps**

- Provide at least eight (6) chaperones for the duration of the Program;
- Provide transportation and travel to and from the Program Location; Emergency Vehicle will remain on site at all times.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into seven (7) Trail Groups per school containing up to 14 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

**Additional Responsibilities.** Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition and/or removal of Client and/or Outfitter responsibilities. Should any of the responsibilities listed al

with regard to Outfitter or Client not apply or not be necessary to the current Program, either Outfitter or Client will advise the other party of such removal of responsibility as soon as practicable.

**Medical Form & Waiver.** Program Paperwork including waivers and medical forms may be available to the Client in digital form. Digital outdoor education forms must be completed fourteen (14) days prior to the Program (the "Packet Due Date").

Mail All Program Participant and Program Chaperone Medical Forms and Waivers Using a Tracked Carrier To:

Positive Adventures, LLC

Attention: Outdoor Education Department

4907 Morena Blvd, Suite 1401

San Diego, CA 92117

**Compensation:** Client agrees to pay the fees to Outfitter as provided on Exhibit A attached hereto and incorporated herein.

**Emergency Contact:** Outfitter's emergency contact number is 858-239-4400. Client will provide emergency contact phone number(s) for its On-Call Personnel to Outfitter by the Packet Due Date.

**Cancellation:** In the sole discretion of the Outfitter, Outfitter reserves the right to substitute Program offerings, venues, or activities due to weather, natural disasters, program participant and/or Client readiness, or any and all other unforeseen circumstances including Force Majeure events. In the event the Program is canceled for reasons listed above or otherwise, Outfitter will substitute a different location or day-trips on the same dates as the originally scheduled program. Client acknowledges and agrees that Outfitter incurs an increasing amount of expenses as the scheduled Program approaches, including expenditures related to business overhead, regardless of whether the Program takes place. If prior to cancellation Outfitter incurs any non-refundable expenditures, the Client will be invoiced for these amounts.

Client and Outfitter agree to the following refund schedule if either party cancels the scheduled Program and/or Program service, including due to a Force Majeure event:

- The Deposit is non-refundable;
- In the event of a government-ordered lockdown due to pandemic or other circumstances that make it impossible for Outfitter to substitute trips, the Deposit may be transferred to a new date(s) within 6 months of the originally scheduled program.
- For any change to the Program more than thirty (30) days before the Program start date, the Outfitter will retain or invoice Client for any additional charges incurred by the Outfitter related to the additions and/or changes made to the Program by Client;
- In the event the Program is canceled with less than thirty (30) days' notice, Client must pay the total Program fee, including any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.

**Authority.** Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement.

**Other Vendors.** Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client's students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen, Outfitter does not represent, and Client expressly acknowledges, that any and all independent contractors and/or third party vendors brought by Outfitter into contact with the Client will have satisfactorily passed a background check for criminal records including sexual abuse and molestation or completed a live scan biometric fingerprint screen.

**Confidentiality.** From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confide

intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its directors, officers, employees, agents, advisors or consultants ("Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. On the expiration or termination of this Agreement, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section. The terms of this Agreement are in addition to the terms of any separate non-disclosure agreement in effect between the parties, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail.

**Insurance and Indemnification.** Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or relating to the Program, in each case whether or not caused by the negligence of Outfitter or any other Indemnified Party and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled directly and solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled by Client or where Outfitter personnel are not present or responsible for Client (i.e. free time, after 8:30 pm, overnight, and morning before 8 am).

**Insurance.**

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- All insurance policies to be written on an "occurrence form."
- Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy, which will provide evidence of the coverage.
- Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX.

- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all district requirements.
- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.
- Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.
- Copies of insurance policies may be requested by either party.
- No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.
- Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

**Permits/Licenses.** Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

**Affirmative Action Employment.** Outfitter and Client agree not to engage in unlawful discrimination or harassment in employment of persons of any protected class.

**Warranties and Disclaimer.** **OUTFITTER PROVIDES THE SERVICES "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. OUTFITTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT. Client represents and warrants that all Confidential Information provided by Client to Outfitter in connection with the Services are owned by Client and Outfitter's use of Confidential Information will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation.**

**Limitation of Liability.** **TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED.**

**Governing Law and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of California.

**Venue and Jurisdiction.** All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the state and federal courts located in San Diego County, California. Prior to litigating or formally arbitrating any dispute arising out of this Agreement, Outfitter and Client agree to first meet and confer within seven (7) day of receiving notice of a dispute and work together to resolve the dispute informally. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation only if mediation is unsuccessful.

**Counterparts and Exhibits.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

**Attorneys' Fees.** The prevailing party(ies) in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the non-prevailing party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness fees and other reasonable fees and costs) relating

arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceedings, including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding and all appeals. All such judgments and awards must contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

**Modification.** This Agreement may only be materially modified in a writing executed by both parties.

**Headings.** The paragraph headings in this Agreement: (i) are included only for convenience, (ii) do not in any manner modify or limit any of the provisions of this Agreement, and (iii) may not be used in the interpretation of this Agreement.

**Prior Understandings.** This Agreement and all documents specifically referred to and executed in connection with this Agreement: (i) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (ii) supersede all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter that precede the execution of this Agreement.

**Partial Invalidity.** Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

**Successors-in-Interest and Assigns.** Outfitter may, without the consent of Client, assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate of Outfitter. This Agreement may not be otherwise assigned without the written consent of both parties, which will not be unreasonably withheld. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. As used herein, the term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with such party.

**Notices.** Any Notice or other communication required under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (i) hand delivery to the other party, (ii) receipt by the other party when sent by email to the address and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the email Notice is promptly given by one of the other methods permitted under this paragraph), (iii) three (3) business days after the Notice is deposited with the United States Postal Service as first-class, certified mail, return receipt requested, postage pre-paid, and addressed to the party as set forth below, or (iv) the next business day after the Notice is deposited with a reputable overnight delivery service, postage pre-paid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Outfitter:                      Positive Adventures, LLC  
   Attn: Positive Adventures CEO  
   4907 Morena Blvd, Suite 1401  
   San Diego, CA 92117  
   Melissa@positiveadventures.com

To Client:                              Oxnard School District  
   Attn: Ginger Shea  
   1051 South A Street  
   Oxnard, CA 93030  
   805-636-6705  
   gshea@oxnardsd.org

---

**Waiver.** Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a part **200**

the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

**Drafting Ambiguities.** Each party to this Agreement has reviewed and revised this Agreement and has had the opportunity to have such party's legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

**Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees.

**Force Majeure.** The obligations of Outfitter hereunder shall be excused during any period of delay caused by matters such as strikes; acts of God; pandemics; epidemics; natural disasters including, but not limited to fires and floods; shortages of raw material or power; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

**[Continued on following page]**

Signors are authorized by the parties to sign for the organizations:

For Positive Adventures, LLC:

---

Signature

---

Name

---

Title

---

Date

For Oxnard School District:

---

Signature

**Lisa A. Franz**

Name

**Director, Purchasing**

Title

---

Date

EXHIBIT A

**Compensation:**

**Summer 2023 Programming**

Overnight Retreats:

Client shall pay US \$450 per student, \$325 per chaperone for each Program. The minimum fee for each Program is US \$28,950.00 per retreat (60 students/6 chaperones) (the "Minimum Program Tuition"). \$450 for each additional student and \$325 for each additional chaperone.

Total Minimum tuition for 3 Overnight Retreats: \$86,850.00

Summer Day Camps:

Client shall pay US \$500 per student, \$200 per chaperone for each Program. The minimum fee for this Program is US \$46,200.00 per week (90 students, 6 chaperones) (the "Minimum Program Tuition"). \$500 each additional student and \$200 each additional chaperone.

Total Minimum Tuition for 3 Summer Day Camps: \$138,600

**Minimum Program Tuition Total for Summer 2023: \$225,450.00**

\*\*\*Additional Session- August 8th-11th may be added before April 30th, 2023.

If any additions or changes are made before or during the Program, and additional charges are incurred by Outfitter related to the additions and/or changes made to the Program, an invoice shall be provided by Outfitter to Client immediately after the Program (the "Additional Charges Invoice"). The Additional Charges Invoice provided after the Program, if applicable, will include costs associated with any and all additional Program participants over the required minimum, as well as any and all activity fees for any Program activities requested by Client that are above and beyond the scope of this Agreement. Where required by law, appropriate sales tax will be charged to taxable items.

Payment of the Additional Charges Invoice, if applicable, shall be due by Client within two weeks of the date of the Additional Charges Invoice.

**Payment Schedule:** A copy of this signed Agreement, received by the Outfitter at the address listed above by no later than March 31st shall reserve the Program dates and venue identified at the top this Agreement. Client agrees to pay a non-refundable deposit ("First Deposit") upon signing and agrees to the following payment schedule for each Program:

Deposit Type	Amount Due	Due Date
First Deposit/Payment	\$112,725.00	Pending Board Approval
Second Payment	\$112,725.00	June 15th, 2023
Total Payment	\$225,450.00	June 15th, 2023

**Remit Payment to:**

Positive Adventures, LLC  
4907 Morena Blvd, Suite 1401  
San Diego, CA 92117

**Late Fee Penalty:** If the total \$225,450.00 Minimum Program Tuition is not received by the balance due date indicated in the above payment schedule, a 18 percent (18%) annum, or the maximum allowed by law, late charge shall be added each week to the balance due until the full Minimum Program Tuition is received. If an Additional Charges Invoice is issued by Outfitter to Client, and the balance of the Additional Charges Invoice is not paid within two weeks of Client's receipt, an eighteen percent

(18%) annum, or the maximum allowed by law, late charge will be added each week to the balance of the Additional Charges Invoice until the balance is paid.

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** April 19, 2023

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

**Approval of Agreement #22-234, Nigro & Nigro, PC – Performance Audit Services  
(Mitchell/Duenez)**

---

Agreement #22-234 is an agreement with Nigro & Nigro, PC to perform Performance Audits for Harrington Elementary, Fremont Intermediate, and Lemonwood Elementary to ensure that school facility program (SFP) bonds have been appropriately spent.

**Term of Agreement:** April 20, 2023 through September 30, 2023

**FISCAL IMPACT:**

\$4,500.00 – Harrington Elementary\*

\$4,500.00 – Fremont Intermediate\*

\$4,500.00 – Lemonwood Elementary\*

*\*For any SAB 50-06 filed with savings, fees would be an additional \$1,250.00 per audit*

Total cost not to exceed: \$17,250.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Interim Director of Finance, that the Board of Trustees approve Agreement #22-234 with Nigro & Nigro, PC, for performance audit services in the not to exceed amount of \$17,250.00.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-234, Nigro & Nigro, PC \(6 Pages\)](#)  
[Engagement Letter \(4 Pages\)](#)

## **AGREEMENT #22-234 PROFESSIONAL AUDIT SERVICES**

**THIS AGREEMENT** is made and entered into, the 19th day of April 2023 between the Oxnard School District of 1051 South A Street, Oxnard, California 93030, in Ventura County, State of California, hereinafter “DISTRICT,” and Nigro & Nigro PC, Certified Public Accountants of 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562, hereinafter “AUDITOR”.

### **RECITALS**

WHEREAS, pursuant to Section 41020 of the Education Code, the DISTRICT’s Board of Trustees is required, on an annual basis, to provide for an audit of the books and accounts of the DISTRICT;

WHEREAS, the AUDITOR are Certified Public Accountants duly authorized to practice and licensed as such by the California Board of Accountancy and are deemed by the State Controller’s Office as qualified to conduct audits of local educational agencies;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises hereinafter contained, the Parties agree as follows:

1. **ENGAGEMENT OF AUDITOR.** The DISTRICT hereby engages the AUDITOR, and the AUDITOR hereby accepts the engagement, to audit all books and accounts of said DISTRICT in the manner and upon the conditions set forth herein.
2. **AUDIT PROCEDURE AND SCOPE.** The audit shall be made in accordance with generally accepted auditing standards and shall include, to the extent applicable, the audit procedures required by the State Controller’s Office as detailed in the State Controller’s most recent publication of "Standards and Procedures for Audits of California K-12 Local Educational Agencies" (“Audit Guide”), and such other publications on school district audit procedures of the State Controller as have been or shall be issued during the period of this Agreement. The scope of audit shall not be limited to that provided in the aforementioned publications in the event that in the opinion of the AUDITOR, particular circumstances warrant extension thereof. The audit shall include all funds of the DISTRICT including the General Fund, Special Revenue Funds, Building Funds, Bond Interest and Redemption Fund, Cafeteria Account, Student Body Funds, and Long-Term Debt Accounts, and any other funds in the control and jurisdiction of the DISTRICT. Data Collection (SF-SACS) Form will also be requested. AUDITOR shall also conduct a performance audit of the Measure M6 General Obligation Bond Building Fund of the DISTRICT in accordance with the California Constitution and Proposition 39.

The AUDITOR shall, upon the request of the DISTRICT, assist the DISTRICT in making estimates of the audit costs for budget purposes, and upon completion of the audit, render a statement in full of time and expense charges to the DISTRICT.

The AUDITOR shall provide the State Controller access to audit working papers to permit the State Controller to complete a review upon request pursuant to Section 14504 of the Education Code. The AUDITOR’s scope of services shall also include any consultations on the audit report or reports, or any revisions thereof, or the furnishing of any additional data in connection therewith, as may be

required by the State Controller's Office.

In cases wherein the AUDITOR can and does place reliance upon the work of a state agency, another individual accountant or firm of public accountants or certified public accountants, the AUDITOR shall state in the audit report the extent of such reliance and shall name the agency, accountant or accountants upon whose work the AUDITOR relies. Nothing in this paragraph shall be construed to limit the responsibility on the part of the AUDITOR or to obligate the AUDITOR to accept or perform work that is not in compliance with the specifications of the engagement.

3. AUDIT PERIOD. The AUDITOR shall perform performance audits of three schools, Harrington Elementary, Fremont Intermediate, and Lemonwood Elementary, to ensure that school facility program (SFP) bonds have been appropriately spent, for the period of April 20, 2023 through September 30, 2023.

4. FORM AND CONTENT OF REPORTS. The form and content of the audit reports shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

5. EXTRA WORK AND SERVICES. In the event that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the AUDITOR shall provide the DISTRICT written notice of all ascertainable facts relative to such circumstance, together with an estimate or estimates of the additional cost or costs of furnishing a more detailed verification. In the event that the DISTRICT authorizes and approve the performance of extra work and services, it shall so notify the AUDITOR in writing. Should the DISTRICT elect not to employ extended procedures, then, and in that event, the audit report will be subject to qualification with respect to the circumstances involved.

6. RENDERING REPORTS. The audit shall be completed, and the audit reports shall be delivered in the manner and to the parties hereinafter set forth, not later than December 15<sup>th</sup> following the fiscal year being audited. Audit progress reports will be provided, as requested by the DISTRICT. Upon request, the AUDITOR will provide a draft report, participate in an exit conference and present the final audit to the DISTRICT's Board of Trustees.

7. FILING OF REPORTS. Twenty-five (25) copies of each report on examination herein required to be made shall be prepared and substantially bound by the AUDITOR.

8. BEGINNING WORK. The AUDITOR shall commence work on this engagement as soon as practicable after the execution of this contract.

9. COMPENSATION. The total amount that may be expended for the audits provided herein is as follows:

50/72538-00-011	Harrington Elementary	\$4,500.00
57/72538-00-026	Fremont Intermediate	\$4,500.00
50/72538-00-0134	Lemonwood Elementary	\$4,500.00

*For any SAB 50-06 filed with savings, fees will be an additional \$1,250 per audit*

10. PAYMENT. The DISTRICT shall pay the AUDITOR ninety percent (90%) of the payment due under this Agreement, including payment for extra work and services, as the audit work is completed and upon receipt of the AUDITOR'S invoices. The AUDITOR shall invoice the DISTRICT on a monthly basis for work performed. The final ten percent (10%) due for each fiscal year audit shall be remitted to the AUDITOR upon certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. In accordance with Section 14505(b) of the Education Code, fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract shall be withheld if the prior year's audit report failed to be certified as conforming to reporting provisions of the Audit Guide. The withheld amount shall not be payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the State Controller as conforming to reporting provisions of the Audit Guide.

11. INDEMNITY. To the fullest extent permitted by law, the AUDITOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

1. Any and all claims under workers' compensation acts and other employee benefit acts with respect to the AUDITOR'S employees arising out of the AUDITOR'S work under this Agreement; and
2. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the AUDITOR or any person, firm or corporation employed by the AUDITOR upon or in connection with the audit, except for liability resulting from the negligence or willful misconduct of the DISTRICT its officers, employees, agents or persons who are directly employed by the DISTRICT,
3. Any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the AUDITOR, or any person, firm or corporation employed by the AUDITOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the Audit, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the negligence of the DISTRICT.

The AUDITOR, at AUDITOR'S own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its

officers, agents or employees, on any such claim or liability as may arise in this section Indemnity (1)(2)(3), and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. **INSURANCE.** The AUDITOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the DISTRICT which will protect the AUDITOR and the DISTRICT from claims which may arise out of or result from the AUDITOR'S actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. **Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California.
2. **Comprehensive general and auto liability insurance** with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - a. owned, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage; and
  - d. personal injury.
3. **Professional liability (Errors and Omissions) insurance**, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the first year term of this Agreement and renewed each year thereafter that the Agreement is renewed.

Each policy of insurance required in (a), and (b) above shall name the DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of the AUDITOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The AUDITOR shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the AUDITOR shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the AUDITOR fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the AUDITOR, and in such event the AUDITOR shall reimburse the DISTRICT upon demand for the cost thereof.

The AUDITOR shall provide a certificate of each policy each year the Agreement is in effect. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

13. ASSOCIATES. The AUDITOR shall have the option, with the written consent of the DISTRICT, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this Agreement.

14. SUCCESSORS AND ASSIGNS. All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns. Except as provided herein, the AUDITOR shall not sublet, assign, or transfer their interest in this contract without the written consent of the DISTRICT.

15. TERMINATION. Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. In the event of such termination, the Auditor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the DISTRICT, and the AUDITOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein. Additionally, this Agreement shall be null and void if a firm or individual is declared ineligible pursuant to Section 41020.5(c) of the Education Code.

16. AMENDMENT. This Agreement may be amended or altered upon the mutual, written agreement of the parties.

17. OFFICE FACILITIES. The DISTRICT shall provide or arrange for and provide adequate office facilities (exclusive of equipment, supplies, or services) for consummation of work hereunder without charge to the AUDITOR.

18. 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 the DISTRICT of any work or services by the AUDITOR shall not constitute a waiver of any of the provisions of this Agreement.

20. ENTIRE AGREEMENT. The terms and conditions of this Agreement, incorporating by reference the attached Engagement Letters submitted by the AUDITOR, shall comprise the full contract between the parties.

**IN WITNESS THEREOF** said parties to this agreement have executed these presents,  
and hereunto set their hands all on the day and year herein first above written.

**OXNARD SCHOOL DISTRICT:**

**NIGRO & NIGRO, PC:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Federal Tax ID #95-6002318

Federal Tax ID # \_\_\_\_\_



**NIGRO & NIGRO<sup>PC</sup>**

*A Professional Accountancy Corporation*

March 3, 2023

To the Board of Education and Management of  
Oxnard School District  
Oxnard, California

We are pleased to confirm our understanding of the services we are providing for Oxnard School District. We will conduct performance audits of Application Numbers 50/72538-00-011 for Harrington Elementary, 57/72538-00-026 for Fremont Intermediate and 50/72538-00-013 for Lemonwood Elementary in accordance with *Government Auditing Standards* and Education Code section 41024 to ensure that school facility program (SFP) bonds have been appropriately spent according to State guidelines within one year of the project completion.

### **Objective**

The objective of our performance audit is the expression of an opinion about whether the District complied with the State's requirements with regards to the use of school facility program (SFP) bonds.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Oxnard School District and other procedures we consider necessary to enable us to express an opinion on whether the District complied with State requirements regarding the use of school facility program (SFP) bonds. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.

### **Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the SAB 50-06 reports. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the District complied with the State's requirements with regards to the use of school facility program (SFP) bonds., whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed, though, to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. We will inform you of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. In addition, we will inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

*Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA*

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064

WALNUT CREEK OFFICE 2121 N. California Blvd. Suite 290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444

[www.nncpas.com](http://www.nncpas.com) • Licensed by the California Board of Accountancy

As part of obtaining reasonable assurance about whether the District complied with the State's requirements with regards to the use of school facility program (SFP) bonds, we will perform tests of Oxnard School District's compliance with applicable laws and regulations and the provisions of contracts and

agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Oxnard School District complies with applicable laws, regulations, contracts, and other agreements.

An audit includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control-related matters to management and those charged with governance as required by professional standards.

### **Management Responsibilities**

We understand that you will make all financial records and related information available to us for our audit and that you are responsible for the accuracy and completeness of that information. The management of Oxnard School District has the responsibility for the proper recording of transactions in the books of account, for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the safeguarding of assets, for ensuring compliance with applicable laws and regulations, and for the preparation and substantial accuracy of the financial statements, in accordance with generally accepted accounting principles. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are the sole responsibility of the Oxnard School District' management. As part of our engagement, we may also propose standard, adjusting, or correcting journal entries on your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing all services performed as part of this engagement as well as evaluating the adequacy and results of those services and accepting responsibility for the services. In addition, management is responsible for adjusting the financial statements for all material adjustments and for confirming to us in the management representation letter that all uncorrected misstatements aggregated by us during the current audit engagement are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government that involves management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government that have been received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm to us in your management representation letter your understanding of your responsibilities as defined in this letter.

### **Other**

Peter Glenn is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another

qualified firm representative to sign the audit report.

It is our policy to keep records related to this engagement for seven (7) years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement. Our fee for this work will be:

50/72538-00-011	Harrington Elementary	\$4,500
57/72538-00-026	Fremont Intermediate	\$4,500
50/72538-00-013	Lemonwood Elementary	\$4,500

For any SAB 50-06 filed with savings, our fees will be an additional \$1,250 per audit.

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

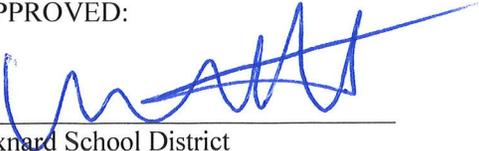


Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:

A handwritten signature in blue ink, appearing to be 'Valerie Mitchell', written over a horizontal line.

Oxnard School District  
Valerie Mitchell  
Assistant Superintendent,  
Business and Fiscal Services

3-6-23

Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

**Approval of Field Contract #FC-P23-04462 – LTJ Heating & Air Conditioning Inc.  
(Mitchell/Miller)**

---

LTJ Heating & Air Conditioning Inc. will install a new cable X-Brace in the east wall of the OSC metal building to replace the rod X-Brace that was inappropriately severed during a project to create an access portal between two offices.

It is requested that the Board of Trustees approve Field Contract #FC-P23-04462 with LTJ Heating & Air Conditioning Inc., in the amount of \$17,825.00.

**FISCAL IMPACT:**

\$17,825.00 – Deferred Maintenance

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-04462 with LTJ Heating & Air Conditioning Inc., in the amount of \$17,825.00.

**ADDITIONAL MATERIALS:**

**Attached:** [Field Contract #P23-04462, LTJ Heating & Air Conditioning Inc. \(3 Pages\)](#)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P23-04462</b>
--

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 4/19/2023, between **LTJ Heating & Air Conditioning, Inc.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Seventeen Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$17,825.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 3/6/2023.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start May 18, 2023 and end August 15, 2023\*\***

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>  X  </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance/Payment Bonds
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P23-04462</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposal dated <u>3/6/2023</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Dana Miller, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract 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 shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



PO Box 2707  
 Lancaster, CA. 93539  
 LIC # 999008 C-20/B  
 (661) 726-1700

Date	Estimate #
3/6/2023	3587

<b>Name / Address</b>
Flewelling and Moody 1035 West Lancaster Blvd Lancaster, CA. 93534
<b>Customer Phone</b>
Steve columbrero 949-

<b>Job address</b>
Oxnard School District 1055 South C Street Oxnard, CA 93030
<b>Customer E-mail</b>

Thank you for giving LTJ Heating & Air Conditioning INC. the opportunity to improve your indoor comfort.

Description	Price
1) Provide X brace modifications, shear wall modifications with permit and framing. Excludes demo and drywall patching.	17,825.00
<p>**Effective immediately - all quotes are based on current market prices and may change without notice.</p> <p>NOTE: Add 4% if paying by credit card</p>	

<b>WARRANTY:</b> 1 year labor warranty from LTJ on new equipment 1 year standard commercial equipment warranty from manufacturer	<b>Total</b>	\$17,825.00
--	--------------	-------------

Signature \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Ratification of Amendment #4 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)**

---

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an “as needed” basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

At the Board meeting of March 16, 2022, the Board of Trustees ratified Amendment #2, in the amount of \$600,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #3, in the amount of \$900,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$2,200,000.00.

Amendment #4 is needed to update the rate sheet previously provided by 360 Degree Customer Inc. at no additional cost to the District.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #20-120 with 360 Degree Customer Inc.

#### **ADDITIONAL MATERIALS:**

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

[Amendment #3 \(1 Page\)](#)

[Amendment #2 \(1 Page\)](#)

[Amendment #1 \(2 Pages\)](#)

[Agreement #20-120, 360 Degree Customer Inc. \(5 Pages\)](#)

**Amendment #4 to Agreement #20-120 with  
360 Degree Customer Inc.  
April 19, 2023**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an "as needed" basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

At the Board meeting of March 16, 2022, the Board of Trustees ratified Amendment #2, in the amount of \$600,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

At the Board meeting of February 15, 2023, the Board of Trustees ratified Amendment #3, in the amount of \$900,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$2,200,000.00.

Amendment #4 is needed to update the rate sheet previously provided by 360 Degree Customer Inc. at no additional cost to the District.

**360 Degree Customer Inc.:**

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

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

**Oxnard School District:**

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

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



**RATE CARD**

Speech Therapists	:	\$95 PER HOUR
Bilingual Speech Therapist	:	\$105 PER HOUR
Occupational Therapist	:	\$95 PER HOUR
Physical Therapist	:	\$95 PER HOUR
Psychologists	:	\$120 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses - RN	:	\$95 PER HOUR
- LVN	:	\$70 PER HOUR
Special Educational Teachers	:	\$90 PER HOUR
Para Educators	:	\$55 PER HOUR
RBTs	:	\$65 PER HOUR

***360 Degree Customer Inc.***

*473 Sapena Ct. Suite #7, Santa Clara, CA 95054, Ph: 408-234-8419 Fax: 408-624-9355*

*Web site: [www.360dtherapy.com](http://www.360dtherapy.com)*

**Amendment #3 to Agreement #20-120 with  
360 Degree Customer Inc.  
February 15, 2023**

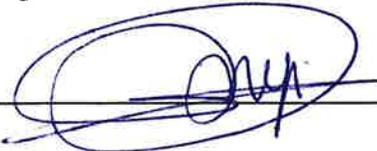
At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an "as needed" basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

At the Board meeting of March 16, 2022, the Board of Trustees ratified Amendment #2, in the amount of \$600,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

Amendment #3, in the amount of \$900,000.00, is needed to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$2,200,000.00.

**360 Degree Customer Inc.:**

By: 

Date: 1/24/2023

**Oxnard School District:**

By: 

Date: 2/01/23

Valerie Mitchell  
Asst. Supt., Business & Fiscal Services

**Amendment #2 to Agreement #20-120 with  
360 Degree Customer Inc.  
March 16, 2022**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an "as needed" basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

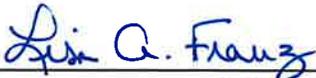
Amendment #2, in the amount of \$600,000.00, is needed to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

**360 Degree Customer Inc.:**

By: 

Date: 3/2/2022

**Oxnard School District:**

By:   
Lisa A. Franz, Director, Purchasing

Date: 3-21-2022

**Amendment #1 to Agreement #20-120 with  
360 Degree Customer Inc.  
December 15, 2021**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis for the Special Education Department for fiscal years 2020-2021 and 2021-2022.

Amendment #1 updates the original rate sheet supplied by the staffing agency and will not increase the original contract amount.

**360 Degree Customer, Inc.:**



*Signature*

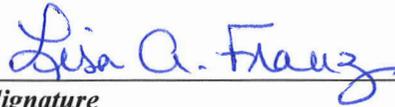
Mathew Kurian , Manager

*Typed Name/Title*

3/2/2022

*Date*

**Oxnard School District:**



*Signature*

Lisa A. Franz, Director, Purchasing

*Typed Name/Title*

3-2-2022

*Date*



**RATE CARD**

Speech Therapists	:	\$90 PER HOUR
Bilingual Speech Therapist	:	\$95 PER HOUR
Occupational Therapist	:	\$90 PER HOUR
Physical Therapist	:	\$90 PER HOUR
Psychologists	:	\$110 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses	:	\$90 PER HOUR
Special Educational Teachers	:	\$90 PER HOUR
Para Educators	:	\$50 PER HOUR

***360 Degree Customer Inc.***

*473 Sapena Ct. Suite #7, Santa Clara, CA 95054, Ph: 408-234-8419 Fax: 408-624-9355*

*Web site: [www.360dtherapy.com](http://www.360dtherapy.com)*

**PROFESSIONAL SERVICES AGREEMENT**

By this agreement made and entered into on the 3rd day of February 2021, between the Oxnard School District (referred to as OSD) located at 1051 South A Street, Oxnard, CA - 93030

and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

**A. DUTIES OF CONSULTANT** The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

*Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents.  
Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.*

**B. CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A.

**C. COMPENSATION** For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultants will work for 5 days per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

**D. GENERAL TERMS AND CONDITIONS**

**1. INDEMNIFICATION:**

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and

litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
  - c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
  3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
  4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
  5. EQUIPMENT AND FACILITIES OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
  6. ASSIGNMENT Without the written consent of the OSD, this agreement is not assignable by the Consultant.
  7. NON-SOLICITATION OF EMPLOYEES: OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.
  8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

**E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD's letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant's work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.

JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

**F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:** This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

**G. CONTRACT INITIATOR (OSD Representative)**

**CONSULTANT**

Signature: *Lisa A. Franz*  
Date Signed: 2-4-2021  
Title: Director, Purchasing  
Address: Oxnard School District  
1051 South A Street, Oxnard, CA 93030  
Phone / Fax: 805-385-1501  
E-Mail Address: lfranz@oxnardsd.org

Signature:   
Date Signed: 2/15/2021  
Title: MANAGER - SALES  
Company Name & Address: 360 Degree Customer Inc  
473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054  
Phone / Fax: Ph 408-234-8419, Fax 408-624-9355  
E-Mail Address: leslie@360customer.com



**RATE CARD**

Speech Therapists	:	\$87 PER HOUR
Bilingual Speech Therapist	:	\$95 PER HOUR
Occupational Therapist	:	\$87 PER HOUR
Physical Therapist	:	\$87 PER HOUR
Psychologists	:	\$95 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses	:	\$85 PER HOUR
Special Educational Teachers	:	\$85 PER HOUR

***360 Degree Customer Inc.***

473 Sapena Ct. Suite #7, Santa Clara, CA 95054. Ph: 408-234-8419 Fax: 408-624-9355

Web site: [www.360dtherapy.com](http://www.360dtherapy.com)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Ratification of Amendment #1 to Agreement #22-115 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

---

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-115 with Auditory Processing Center of Pasadena, in the amount of \$3,000.00, to provide training on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2022-2023 academic year.

Amendment #1 in the amount of \$5,000.00 is needed to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$8,000.00.

#### **FISCAL IMPACT:**

Not to exceed \$5,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-115 with Auditory Processing Center of Pasadena.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #22-115, Auditory Processing Center of Pasadena \(15 Pages\)](#)

**Amendment #1 to Agreement #22-115 with  
Auditory Processing Center of Pasadena  
April 19, 2023**

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-115 with Auditory Processing Center of Pasadena, in the amount of \$3,000.00, to provide training on CAPDOTS including retest and IEP reporting for the Special Education Department during the 2022-2023 academic year.

Amendment #1 in the amount of \$5,000.00 is needed to adjust the allocation for additional services through the end of the 2022-2023 fiscal year, for a new total agreement amount of \$8,000.00.

**Auditory Processing Center:**

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

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

**Oxnard School District:**

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

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

Lisa A. Franz, Director, Purchasing

## OXNARD SCHOOL DISTRICT

### Agreement #22-115

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of August 2022 by and between the Oxnard School District (“District”) and Auditory Processing Center of Pasadena (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 25, 2022 through June 30, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

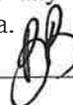
 (Initials)

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

 (Initials)

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

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

 (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Jefferson  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Auditory Processing Center of Pasadena  
28720 Roadside Drive, #335  
Agoura Hills, CA 91301  
Attention: Dr. Beatrice Braun  
Phone: 626.793.8711  
Email: [apcpasadena@gmail.com](mailto:apcpasadena@gmail.com)

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**AUDITORY PROCESSING CENTER OF PASADENA:**

Lisa A. Franz  
Signature

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

8-25-2022  
Date

Tax Identification Number: 95-6002318

Beatrice Braun  
Signature

Beatrice Braun/Owner  
Typed Name/Title  
Audiologist

8-12-22  
Date

Tax Identification Number: 20-5906695

Not Project Related

Project #21-51

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-115**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL/RATE SHEETS**

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

**\*PER ATTACHED PROPOSAL/RATE SHEETS**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #21-51

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-115**

**COMPENSATION**

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-115**

**INSURANCE**

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000  
Nurses, Therapists~~

~~Architects \$1,000,000 or \$2,000,000~~

~~Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #21-51

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #21-51

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #22-115**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 8-25-2022

By:   
Lisa A. Franz  
Director, Purchasing



**AUDITORY PROCESSING CENTER  
(WOODLAND HILLS-PASADENA-SANTA BARBARA)**

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

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

28720 Roadside Dr., Suite 335  
Agoura Hills, CA 91301  
[www.auditoryprocessingctr.com](http://www.auditoryprocessingctr.com)

4-21-22

The following are my rates for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2500.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. I do not provide a classroom observation.

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

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

TAX ID# 20-5906695

*Bea Braun*

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



**AUDITORY PROCESSING CENTER  
(WOODLAND HILLS-PASADENA-SANTA BARBARA)**

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

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

28720 Roadside Dr., Suite 335  
Agoura Hills, CA 91301  
www.auditoryprocessingctr.com

7-1-22

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$795.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, and being available for questions via email or phone for the duration of the program.

\$1000 – retest after completion of the program in the areas of demonstrated difficulty.  
Includes a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training and monitoring yourself. I then charge \$1000 for the retest and report.

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

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

TAX ID# 20-5906695

*Bea Braun*

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Ratification of Amendment #1 to Agreement #22-120 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

---

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-120 with Alternative Behavior Strategies, LLC, in the amount of \$100,000.00, to provide Applied Behavioral Therapy and related services to the Special Education Department on an “as needed” basis for the 2022-2023 fiscal year.

Amendment #1, in the amount of \$100,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$200,000.00.

#### **FISCAL IMPACT:**

Not to exceed \$100,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-120 with Alternative Behavior Strategies, LLC.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #22-120, Alternative Behavior Strategies, LLC \(3 Pages\)](#)

**Amendment #1 to Agreement #22-120 with  
Alternative Behavior Strategies, LLC  
April 19, 2023**

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-120 with Alternative Behavior Strategies, LLC, in the amount of \$100,000.00, to provide Applied Behavioral Therapy and related services to the Special Education Department on an “as needed” basis for the 2022-2023 fiscal year.

Amendment #1, in the amount of \$100,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$200,000.00.

**Alternative Behavior Strategies, LLC:**

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

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

**Oxnard School District:**

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

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

Lisa A. Franz, Director, Purchasing



**OSD AGREEMENT #22-120**

**ABS SERVICES AGREEMENT  
(School/District)**

This **AGREEMENT** is made and entered into by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC dba ABS Kids hereinafter called the "**ABS**".

**WHEREAS**, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

**WHEREAS**, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

**NOW THEREFORE**, it is mutually agreed by the parties hereto as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on August 22, 2022 and continue through June 30, 2023.
2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.
3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:
  - a. *Behavior Intervention Implementation*
    - \$82/hour billed at 15-minute increments
  - b. *Behavioral Intervention Development:*
    - \$112/hour billed at 15-minute increments
  - c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
  - d. *Invoicing.* ABS will submit periodic invoices to the School at the following address:

**Attn:** Christy Garibay, Administrative Asst., Special Education

**Address:** 1051 South A Street, Oxnard, CA 93030

**Email:** cgaribay@oxnardsd.org AND accountspayable@oxnardsd.org

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.
5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the property of the School. However, the School grants to ABS a perpetual, unlimited, and royalty free right to store, use, reproduce or distribute any portions of the work without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.
6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with, any government mandated background check as such may be required by the School prior to the start of services.
7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including

death, which may arise while the ABS is traveling to or from School property, or services-related location.

- 8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.
- 9. **CONFIDENTIALITY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.
- 10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- 11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

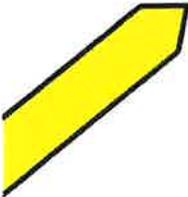
**IN WITNESS WHEREOF**, the parties hereto execute this Agreement.

**Alternative Behavior Strategies, LLC dba ABS Kids**

BY: Adam Singer DocuSigned by:  
 Name: ADAM SINGER  
 Date: 9/9/2022 | 15:28:22 PDT

Oxnard School District(School)

BY: Lisa A. Franz  
 Name: Lisa A. Franz, Director, Purchasing  
 Date: 9-2-2022





2022 Rate Sheet

- Rates:
  - \$82/hr BII (Direct Care)
  - \$112/hr BID (Direct Supervision)
- Service Descriptions:
  - BII, Behavior Intervention Implementation (Direct Care): Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
  - BID, Behavior Intervention Development (Direct Supervision): Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.

Sincerely,

DocuSigned by:  
  
09ED224EF81B496

Alice Paley  
Senior Manager, Payor Contracts & Relationships

[abskids.com](http://abskids.com)

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

### **Ratification of Amendment #2 to Agreement #22-124 – Every Special Child, LLC (DeGenna/Jefferson)**

---

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-124 with Every Special Child, LLC, in the amount of \$420,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department during the 2022-2023 fiscal year.

At the Board meeting of December 14, 2022, the Board of Trustees ratified Amendment #1, in the amount of \$420,000.00, to increase the allocation for additional staff based on unfulfilled direct hire positions, for a new total agreement amount of \$840,000.00.

Amendment #2, in the amount of \$1,035,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$1,875,000.00.

#### **FISCAL IMPACT:**

Not to exceed \$1,035,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-124 with Every Special Child, LLC.

#### **ADDITIONAL MATERIALS:**

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

[Amendment #1 \(1 Page\)](#)

[Agreement #22-124, Every Special Child, LLC \(4 Pages\)](#)

**Amendment #2 to Agreement #22-124 with  
Every Special Child, LLC  
April 19, 2023**

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-124 with Every Special Child, LLC, in the amount of \$420,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department during the 2022-2023 fiscal year.

At the Board meeting of December 14, 2022, the Board of Trustees ratified Amendment #1, in the amount of \$420,000.00, to increase the allocation for additional staff based on unfulfilled direct hire positions, for a new total agreement amount of \$840,000.00.

Amendment #2, in the amount of \$1,035,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$1,875,000.00.

**EVERY SPECIAL CHILD, LLC:**

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

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

**OXNARD SCHOOL DISTRICT:**

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

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

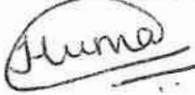
**Amendment #1 to Agreement #22-124 with  
Every Special Child, LLC  
December 14, 2022**

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-124 with Every Special Child, LLC, in the amount of \$420,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis for the Special Education Department during the 2022-2023 fiscal year.

Amendment #1, in the amount of \$420,000.00, is needed to increase the allocation for additional staff based on unfilled direct hire positions, for a new total agreement amount of \$840,000.00.

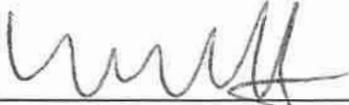
**EVERY SPECIAL CHILD, LLC:**

By: HUMA THEKEDAR



Date: 11/17/2022

**OXNARD SCHOOL DISTRICT:**

By: 

Valerie Mitchell, Interim Asst. Supt.  
Business & Fiscal Services

Date: 1/4/2023



**EVERY SPECIAL CHILD**

Needs love, care and affection

## OSD AGREEMENT #22-124

### SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of **August 24, 2022** by and between **Oxnard School District**, (“OSD”), whose address is **1051 South A Street, Oxnard, CA 93030** and, **Every Special Child LLC**. (the “**ESC**”) whose address is **288 Durham Avenue Metuchen, NJ 08840** (collectively referred to herein as the “**OSD**”, and “**ESC**”).

THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth in this Agreement, the Parties agree as follows:

1. **CONTRACT PERIOD:** The “ESC” work as specified in this agreement shall commence on Date as specified in Appendix-A:
2. **COMPENSATION:** For the full performance of this agreement, the “OSD” shall pay the “ESC” as follows:  
Consultant’s Fee:
  - a) **For ESC rates: Rate as Specified in Appendix A**
  - b) **ESC will work for 30-40 billable hours per week**
  - c) **School shall not be liable to pay for school holidays**
3. **SERVICES TO BE PROVIDED:** “ESC” shall assist with the provision of special education and/or related special needs services including but not limited to, provide Students with special education needs or require an Individualized Education Program (“IEP”); provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.
4. **DISTRICT’S RESPONSIBILITIES:** In consideration of the provision of the “ESC” Services under the terms of this Agreement “OSD” agrees to pay the “ESC” for the invoiced costs associated with providing education and related services, within **15 days** of receipt of an invoice for the services.
5. **NON-SOLICITATION:** Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.
6. **LIMITATION ON LIABILITY; INDEMNIFICATION:** The “ESC” shall have no liability with respect to, and shall not be obligated to indemnify or hold harmless, or its affiliates, officers, directors, managers, employees, agents or other representatives from or against any cost, loss, expense, damage or liability arising in respect of the “ESC”.
7. **CONFIDENTIALITY OF RECORDS:** “ESC” will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. The Parties agree that, while “ESC” will be authorized to use student education records to the full extent permitted by Applicable Law, “ESC” does not possess an ownership interest in such records.
8. **EMPLOYEES DEEMED TO BE CONSULTANTS:** Employees or Independent Contractors of “ESC” engaged in performing the Services shall be considered to be providing such Services to “OSD” as its consultants. Under no circumstances (including federal, state and local law) shall such employees or Independent Contractors be considered to be employees or Independent Contractors of “OSD” or any of its subsidiaries.

EVERY SPECIAL CHILD LLC  
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

[www.everyspecialchild.com](http://www.everyspecialchild.com)



9. **INDEPENDENT CONTRACTOR:** In performing the Services, each Party shall be an independent contractor and neither Party shall be deemed to be an agent, partner or co-venturer of the other due to the terms and provisions of this Agreement. For the avoidance of doubt, neither Party nor any of its employees, partners, officers or agents shall have any right, power or authority to bind the other Party in any manner whatsoever, except at the express instruction of such other Party.
10. **COOPERATION AND DISPUTE RESOLUTION:** “ESC” and “OSD” shall appoint a point of contact, respectively, to coordinate the provision of Services (such person, a “Service Coordinator”). Service Coordinator shall have the authority and responsibility to represent in relation to this Agreement and make appropriate decisions on day-to-day issues subject to the terms of this Agreement; coordinate the technical aspects of the Services and consult on the operation and management of the Services; monitor and compliance with its obligations under this Agreement and review the performance of the Services; and resolve any dispute between the Parties. Each of the Parties shall have the right to change its Service Coordinators at any time by providing written notice to the other Party.
11. **BOOKS AND RECORDS:** During the Term and for two (2) years following the termination of this Agreement (or such shorter period of time agreed to in writing by the Parties), each Party shall in the ordinary course of business and consistent with past practice keep books and records of the Services provided and reasonable supporting documentation of all charges incurred in connection with providing such Services, and shall make such books and records available to the other Party and its representatives, upon reasonable notice, during normal business hours, and as necessary to comply with any compelled disclosure or other circumstances in which information regarding the Services is required by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body.
12. **AGREEMENTS WITH THIRD PARTIES:** ESC represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
13. **TERMINATION:** Either Party may terminate this Agreement at any time with twenty (20) calendar day written notice prior to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfil any material condition, term, provision, representation, or obligation contained in this Agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without regard to the conflict of laws principles thereof.
15. **MODIFICATION:** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
16. **SEVERABILITY:** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.
17. **INSTRUCTIONAL TOOLS AND MATERIALS:** Any instructional tools, supplies and equipment, including without limitation textbooks and multi-media teaching tools determines in its discretion to be necessary to deliver the Educational Program for the job shall be provided by “OSD”.
18. **TIMESHEET:** Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15days. After 15days ESC has all the rights to raise invoices in full as per the countersigned timesheet.

EVERY SPECIAL CHILD LLC  
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

[www.everyspecialchild.com](http://www.everyspecialchild.com)



**EVERY SPECIAL CHILD**

Needs love, care and affection

IN WITNESS WHERE of this Agreement contains the entire understanding between the parties and all prior negotiations and agreements are merged herein the Parties have executed this Agreement. The signatures below signify both an understanding and acceptance of the contract provisions.

Every Special Child LLC

Signature Huma Date: 09/14/2022 Position PRESIDENT  
Name: Huma Thekedar Phone: 323-476-1463 Email: huma.thekedar@every specialchild.com

Oxnard School District

Signature Lisa A. Franz Date: 9-2-2022 Phone: 805-385-1501  
Name Lisa A. Franz Position Director, Purchasing  
Email: lfranz@oxnardsd.org Address 1051 South A Street, Oxnard, CA 93030

APPENDIX – A

CANDIDATE NAMES: #1	Yazmin Lopez
#2	Erick Garcia
#3	Laurie Trinidad
#4	Darrell Blythe
#5	Sebastian Aguilar
SERVICES	Para-professional
PAY RATE FOR SERVICES	\$50 Per Hour
CONTRACT TERM	School Year 2022-23
START DATE	August 16, 2022
END DATE	June 16, 2023
SERVICE TIME/HOURS	30-40 Hours Per Week

EVERY SPECIAL CHILD LLC  
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

[www.everyspecialchild.com](http://www.everyspecialchild.com)



**EVERY SPECIAL CHILD**  
Needs love, care and affection

**ESC Rate Sheet School Year 2022-23**

Every Special Child LLC, (ESC) manages the manpower solutions for Special Education/Education Services Department of your school/district. Our motto is to provide the right person for the right job. Below is the list of candidates and rate sheet for school year 2022-23.

Sr. No.	Services	Rate	Period
1	Para Professionals/ Educators	\$50	Per Hour
2	Speech/Language Pathologist Assistant	\$65-70	Per Hour
3	Special Education Teacher	\$85-90	Per Hour
4	School Nurse/RN/BSN	\$85-90	Per Hour
5	Specialized Deaf and Hard of Hearing	\$85-95	Per Hour
6	Visually Impaired Teacher	\$85-95	Per Hour
7	Speech/Language Pathologist	\$90-100	Per Hour
8	School Psychologist	\$95-110	Per Hour
9	Occupational Therapy	\$90-100	Per Hour
10	Social Worker	\$75-85	Per Hour

The above-mentioned rates are all inclusive, which means you do not pay any additional fees to state, Federal Taxes, worker compensation, Social Security etc. Any other payment is preapproved by the school/district authorities in writing.

If you wish to direct hire the candidates through us then one time finder's fee of \$12,000 should be paid to Every Special Child LLC, withing 15 days of completing the onboarding process.

EVERY SPECIAL CHILD LLC  
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

[www.everyspecialchild.com](http://www.everyspecialchild.com)

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

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

**Ratification of Agreement #22-224 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

---

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

**Students:**

<b>DP010810</b>	\$41,762.10	<b>SR112811</b>	\$58,687.36
<b>JB080313</b>	\$25,653.25	<b>EG061410</b>	\$37,664.00
<b>DG052310</b>	\$28,586.13	<b>RR103108</b>	\$30,174.00

**FISCAL IMPACT:**

\$222,526.84 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-224 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-224, Ventura County Office of Education \(6 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 14, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**DP010810**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 388.80 minutes daily and 60 minutes daily during transportation for a total of 448.80 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily on the bus for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/14/2023 (IEP date~1/4/2023)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

<b>FISCAL YEAR-based on IEP date:</b> (including ESY, if applicable)	CURRENT: <u>2022-2023</u>	<u>UPCOMING: 2023-2024</u>
	1/14/2023-6/8/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/8/2023) 8/16/2023-1/4/2024
<b>ESTIMATED COSTS:</b>	\$ <u>41,762.10</u>	\$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

**Estimated Cost \$ 41,762.10**



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 4 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**JT080313**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/4/2023** (IEP date~2/2/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u>	UPCOMING: <u>2023-2024</u>
	2/4/2023-6/9/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/7/2023) 8/16/2023-2/2/2024
ESTIMATED COSTS:	\$ <u>25,653.25</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 25,653.25



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 1, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**DG052310**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Phoenix School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,750 minutes weekly. ESY will also be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/1/2023** (IEP date~1/26/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b>	<b>UPCOMING: 2023-2024</b>
	2/1/2023-6/9/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/7/2023) 8/16/2023-1/26/2024
<b>ESTIMATED COSTS:</b>	\$ <u>28,586.13</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 28,586.13



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 11, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**SR112811**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Two Paraeducator performing special circumstance educational support through out the school day for 1,944 minutes each weekly for a total of 3,888 minutes weekly. ESY will also be provided by two paraeducators at 240 minutes each daily for a total of 480 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/11/2023** (IEP date~6/6/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u>	UPCOMING: <u>2023-2024</u>
	2/11/2023-6/8/2023 (ESY: 6/12/2023-6/30/2023)	
<b>ESTIMATED COSTS:</b>	\$ <u>58,687.36</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 58,687.36



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **January 7, 2023** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**EG061410**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1,944 minutes a week. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/7/2023 (IEP date~1/12/2023)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b>	UPCOMING: <b>2023-2024</b>
	1/7/2023-6/8/2023 (ESY: 6/12/2023-6/30/2023)	(ESY: 7/1/2023-7/7/2023) 8/16/2023-1/12/2024
<b>ESTIMATED COSTS</b>	\$ <u>37,664.00</u>	+ \$ <u>TBD</u>

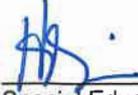
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature-DOR Authorized Representative

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 37,664.00



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 13, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**RR103108**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 1,650 minutes weekly. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/13/2023 (IEP date~1/11/2023)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2022-2023	UPCOMING: 2023-2024
	1/13/2023-6/16/2023 (ESY: 6/19/2023-6/30/2023)	(ESY: 7/1/2023-7/15/2023) 8/16/2023-1/11/2024
<b>ESTIMATED COSTS:</b>	\$ <u>30,174.00</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

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

Business Services Authorized Representative

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

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

Estimated Cost \$ **30,174.00**

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** April 19, 2023

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

### **Ratification of Agreement #22-227 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

---

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

#### **Students:**

<b>LJ071616</b>	\$35,015.75	<b>IO111109</b>	\$49,353.75
<b>MP111618</b>	\$16,919.41	<b>IH081410</b>	\$47,066.63
<b>VC120515</b>	\$22,594.14	<b>JV030409</b>	\$52,830.18
<b>BA072912</b>	\$10,747.08	<b>JN090409</b>	\$38,707.25

#### **FISCAL IMPACT:**

\$273,234.19 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-227 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-227, Ventura County Office of Education \(8 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **September 29, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**LJ071616**

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **9/29/2022** (IEP date~9/14/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)

CURRENT: 2022-2023  
9/29/2022-4/26/2023

2023-2024

ESTIMATED COSTS:

\$ 35,015.75

+

\$ \_\_\_\_\_

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 35,015.75



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 7, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

MP111618

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire Pre-School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 825 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/7/2022** (IEP date~10/5/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b> 10/7/2022-5/11/2023	UPCOMING: <b>2023-2024</b>
<b>ESTIMATED COSTS:</b>	\$ <u>16,919.41</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 16,919.41



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 22, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**VC120515**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Penfield School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,525 minutes weekly. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/22/2023** (IEP date~1/10/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b>	<b>UPCOMING: 2023-2024</b>
	2/22/2023-6/15/2023 (ESY: 6/19/2023-6/30/2023)	(ESY: 7/1/2023-7/15/2023) 8/23/2023-1/10/2024
<b>ESTIMATED COSTS:</b>	\$ <u>22,594.14</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By:   
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 22,594.14



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 3, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**BA072912**

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,944 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **3/3/2023** (IEP date~3/2/2023) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u> 3/3/2023-4/21/2023	UPCOMING: 2023-2024
<b>ESTIMATED COSTS:</b>	\$ <u>10,747.08</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 10,747.08



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 22, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

IO111109

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/22/2022 (IEP date~10/12/2022)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b> 10/22/2022-6/16/2023 (ESY: 6/19/2023-6/30/2023)	UPCOMING: <b>2023-2024</b> (ESY: 7/1/2023-7/15/2023) 8/16/2023-10/8/2023
<b>ESTIMATED COSTS</b>	\$ <u>49,353.75</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Title: **Director, Purchasing**

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

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

Estimated Cost \$ 49,353.75



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 23, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT. **IH081410**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/23/2022** (IEP date~10/12/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u> 10/23/2022-6/16/2023 (ESY: 6/19/2023-6/30/2023)	FISCAL YEAR: <u>2023-2024</u> (ESY: 7/1/2023-7/15/2023) 8/16/2023-10/12/2023
<b>ESTIMATED COSTS:</b>	\$ <u>47,066.63</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
 Signature

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 47,066.63



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 4, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**JV030409**

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Foster Middle School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/4/2022** (IEP date~11/2/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2022-2023</b> 11/4/2022-6/16/2023 (ESY: 6/19/2023-6/30/2023)	<b>UPCOMING 2023-2024</b> (ESY: 7/1/2023-7/15/2023) 8/16/2023-11/2/2023
<b>ESTIMATED COSTS:</b>	\$ <u>52,830.18</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By:   
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ **52,830.18**



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 5, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**JN090409**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/5/2022** (IEP date~11/2/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u>	<u>UPCOMING: 2023-2024</u>
	11/5/2022-6/16/2023 (ESY: 6/19/2023-6/30/2023)	(ESY: 7/1/2023-7/15/2023) 8/16/2023-11/2/2023
<b>ESTIMATED COSTS:</b>	\$ <u>38,707.25</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 38,707.25

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Duenez)**

---

In November 2016, a general obligation bond proposition (Measure D) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2022, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Interim Director of Finance that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2022 \(18 pages\)](#)

**MEASURE “D” GENERAL  
OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT  
AUDIT REPORT  
For the Fiscal Year Ended  
June 30, 2022**

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*For the Fiscal Year Ended June 30, 2022*

*Table of Contents*

---

**FINANCIAL SECTION**

	<b><u>Page</u></b>
Introduction and Citizens’ Oversight Committee Member Listing .....	1
Independent Auditors’ Report .....	2
Financial Statements:	
Balance Sheet .....	4
Statement of Revenues, Expenditures, and Changes in Fund Balance .....	5
Notes to Financial Statements .....	6

**OTHER INDEPENDENT AUDITORS’ REPORTS**

Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards .....	11
Independent Auditors’ Report on Performance .....	13

---

---

*Financial Section*

---

---

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Introduction and Citizens’ Oversight Committee Member Listing  
June 30, 2022*

---

Oxnard School District consists of three middle schools, 11 elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 14,375 students.

On November 8, 2016, the voters of the Oxnard School District approved by more than 55% Measure “D”, authorizing the issuance and sale of \$142,500,000 of general obligation bonds. The District has issued Series A, B, and C of the Election of 2016 General Obligation Bonds in the total amounts of \$105,991,761. The bonds have been issued to replace portable classrooms, modernize and construct adult classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens’ Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens’ Bond Oversight Committee was comprised of the following members as of June 30, 2022:

<u>Name</u>	<u>Title</u>	<u>Representation</u>
Will Ray Jr.	Chair	Parent/Guardian of Child in District and Active in Parent Teacher Organization
Alyssa Maria	Vice Chair	Parent/Guardian of Child in District
John Jay	Member	Taxpayer Organization Member
William Belcher	Member	At-Large Community Member
Lisa Latimer	Member	At-Large Community Member
Vacant	Member	Senior Citizen's Organization
Vacant	Member	Business Representative



## INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard Elementary School District, as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2022, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Measure "D" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2022, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 7, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Nigro + Nigro, PC*

Murrieta, California  
March 7, 2023

**MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Balance Sheet*

*June 30, 2022*

---

	<u>Measure "D"</u> <u>Building Fund</u>
<b>ASSETS</b>	
Deposits and investments	\$ 19,023,853
Accounts receivable	<u>35,369</u>
<b>Total Assets</b>	<u><u>\$ 19,059,222</u></u>
<b>LIABILITIES AND FUND BALANCE</b>	
<b>Liabilities</b>	
Accounts payable	\$ 1,648,619
<b>Fund Balance</b>	
Restricted for capital projects	<u>17,410,603</u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$ 19,059,222</u></u>

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Fiscal Year Ended June 30, 2022*

---

	<b>Measure "D" Building Fund</b>
<b>REVENUES</b>	
Other state sources	\$ 1,770,379
Interest earnings	79,663
<b>Total Revenues</b>	<u>1,850,042</u>
<b>EXPENDITURES</b>	
Current:	
Services and other operating expenditures	35,408
Capital outlay	14,228,072
<b>Total Expenditures</b>	<u>14,263,480</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,413,438)
Fund Balance, July 1, 2021	<u>29,824,041</u>
Fund Balance, June 30, 2022	<u><u>\$ 17,410,603</u></u>

# MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

*Notes to Financial Statements*

*June 30, 2022*

---

## NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

### A. Reporting Entity

On November 8, 2016, the District voters authorized \$142,500,000 in General Obligation Bonds (Measure “D”) for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District’s Governing Board and Superintendent, the Citizens’ Bond Oversight Committee, was established. The Committee’s oversight goals include ensuring compliance with conditions of Measure “D”.

The Bond proceeds are accounted for in the District’s Building Fund (21.4), where they are expended for the approved projects. The statements presented are for the individual Measure “D” General Obligation Bond Building Fund and are not intended to be a complete presentation of the District’s financial position or results of operations.

### B. Basis of Accounting

The Measure “D” General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

### C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District’s governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District’s governing board satisfied these requirements.

These budgets are revised by the District’s governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

### D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2022*

---

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Fund Balances**

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable:** Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted:** Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed:** The District’s highest decision-making level of authority rests with the District’s Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned:** Resources that are constrained by the District’s intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned:** Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District’s policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

**F. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2022*

**NOTE 2 – CASH**

**Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District’s deposits are maintained in a recognized pooled investment fund under the care of a third party and the District’s share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2022, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

**Fair Value Measurements**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset’s fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District’s own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District’s transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

	Reported Amount	Maturity		Fair Value Measurement	Rating
		Less Than One Year	Through Five Years		
Investments:					
County Treasury Investment Pool: Measure "D"	\$ 19,023,853	\$ 19,023,853	\$ -	Uncategorized	N/A

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2022*

**NOTE 3 – ACCOUNTS RECEIVABLE**

The total accounts receivable at June 30, 2022, in the amount of \$35,369, represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2022.

**NOTE 4 – MEASURE “D” GENERAL OBLIGATION BONDS**

The District has issued three series from the Measure “D” Election of 2016. On March 30, 2017, the District issued \$81 million of Series A bonds and nearly \$14.0 million in Series B bonds on March 29, 2018. On December 15, 2020, the District issued \$10,995,135 in Series C bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure “D” Bonds issued and outstanding as of June 30, 2022, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Original Issue	July 1, 2021	Additions	Deductions	June 30, 2022
2016 Series A	3.5% to 5.0%	3/30/2017	8/1/2046	\$ 81,000,000	\$ 81,000,000	\$ -	\$ -	\$ 81,000,000
2016 Series B	3.0% to 5.0%	3/29/2018	8/1/2041	13,996,626	12,931,626	-	-	12,931,626
2016 Series C	3.0% to 4.0%	12/15/2020	8/1/2050	10,995,135	10,995,135	-	-	10,995,135
					<u>\$ 104,926,761</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 104,926,761</u>
Accreted Interest:								
				2016 Series B	426,701	162,191	-	588,892
				2016 Series C	2,253	17,866	-	20,119
					<u>\$ 428,954</u>	<u>\$ 180,057</u>	<u>\$ -</u>	<u>\$ 609,011</u>

The requirements to amortize outstanding Measure “D” general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2022-23	\$ 149,412	\$ 4,675,175	\$ 4,824,587
2023-24	269,480	4,717,725	4,987,205
2024-25	166,024	4,758,025	4,924,049
2025-26	327,910	4,749,400	5,077,310
2026-27	493,030	4,732,150	5,225,180
2027-32	6,085,021	23,089,863	29,174,884
2032-37	13,845,962	20,891,000	34,736,962
2037-42	24,914,787	16,443,000	41,357,787
2042-47	39,205,135	8,841,100	48,046,235
2047-51	19,470,000	1,278,650	20,748,650
Total	<u>\$ 104,926,761</u>	<u>\$ 94,176,088</u>	<u>\$ 199,102,849</u>

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2022*

---

**NOTE 5 – COMMITMENTS AND CONTINGENCIES**

**Construction Commitments**

At June 30, 2022, the District had \$18.8 million in commitments with respect to unfinished capital projects to be paid for with Measure “D” funds.

**NOTE 6 – CITIZEN’S OVERSIGHT COMMITTEE**

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or school site council. The Committee has only five members and lacks representation from a member of a business organization and from a senior citizens' organization. As a result, the committee does not have all the required representation. The District is actively seeking to fill these positions.

---

---

*Other Independent Auditors' Reports*

---

---



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, and have issued our report thereon dated March 7, 2023.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California  
March 7, 2023



## INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "D" General Obligation Bond for the fiscal year ended June 30, 2022, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

### Objectives

The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (21.4) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2021 to June 30, 2022. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2022 were not reviewed or included within the scope of our audit or in this report.

### Procedures Performed

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2022 for the Measure “D” General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure “D” with regards to the approved bond projects list. We performed the following procedures:

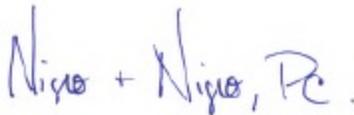
To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District’s name and invested in accordance with applicable legal requirements.
- We tested \$12.5 million in bond fund invoices paid (87.4%), which is a combination of 2021-22 expenditures and payments on liabilities accrued as of June 30, 2022 and paid in 2022-23. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.
- We reviewed the official ballot language as set out in the Measure “D” election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2022 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the Building Fund (21.4) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for projects undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 20111.
- We verified that the District did not exceed change order limitations in excess of 10% pursuant to Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure “D” General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens’ Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California  
March 7, 2023

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Revision of the Provisional Internship Permit in Special Education for the 2022-2023 School Year for Imelda Navarro (Torres/Carroll)**

---

The District is recommending that the Board of Trustees approve this action item for a revision to the Provisional Internship Permit (PIP) in Special Education for Imelda Navarro to enable her to be employed on the basis of a PIP as a K-4, Mild to Moderate teacher at Lemonwood, K-8 for the 2022-23 school year, until the employee completes a credential program and secures 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 revised request for Provisional Internship Permit in Special Education for Imelda Navarro, as detailed above.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2022-2023 Collective Bargaining Agreement (Torres/Carroll)**

---

The Oxnard School District (District) and the Oxnard Educators Association (OEA) have reached a tentative agreement for the 2022-2023 school contract year. The negotiating teams met from December 2022 through March 2023.

The following articles were revised:

ARTICLE XI: Working Hours

ARTICLE XIX: Salaries

ARTICLE XX: Employee Benefits

ARTICLE XXVIII: Term of Agreement

ARTICLE XXXI: Specialized Job Classification

The following Memorandums of Understanding were agreed upon by the parties:

MOU: Home/Hospital Teacher Pay Rate

MOU: Class Size: Grade Span Adjustment

MOU: Transfer

MOU: Temporary funding for student contact activities

#### **FISCAL IMPACT:**

- 2022-23 10% on schedule salary increase retroactive to 07/01/2022. Fiscal Impact: \$8,367,169 to be paid from General Fund and various resources.
- 2022-23 Longevity increase adjustments retroactive to 07/01/22. Fiscal impact: \$664,198 to be paid form General Fund and various resources.
- 2023-24 Salary credentialed teacher to start at Column C, frozen for 2years. Fiscal Impact: \$36,793 to be paid from General Fund and various resources.
- 2023-24 OEA Teacher Hourly rate from \$45 to \$50. Fiscal Impact: \$204,204 to be paid from General Fund and various resources.
- 2023-24 Benefits – Medical cap increase of \$781 to \$15,000 effective 10/01/2023 = Fiscal Impact: \$582,626 to be paid from the General Fund, various resources.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the 2022-2023 Collective Bargaining

Agreement between the District and OEA, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [OEA CBA Attachments\\_04.19.2023](#) (ten pages)

**ARTICLE XI: WORKING HOURS**

In negotiations leading up to this clause, the Association has emphasized the concept of professionalism. Both parties recognize the need to promote professionalism during the term of this Agreement. Professionalism carries with it both rights and responsibilities. Thus, the Association recognizes the need for district and site level committees relating to curriculum and other educational subjects and encourages its members to continue voluntarily participating in such committees.

1. All unit members will be accountable for a forty-hour (40) work week in accordance with the following provisions:

- a. Unit members shall report for duty at least fifteen (15) minutes before classes commence and, absent other responsibilities, assignments or meetings, as determined by the site administrator, shall remain at least fifteen (15) minutes after the end of their last class or period. Additionally, within the framework of a total of thirty (30) minutes, the duty hours of these employees may be adjusted by mutual agreement with the immediate supervisor. ~~Time for kindergarten~~

~~teachers will coincide with that of the primary teachers.~~ **The daily dismissal time for transitional kindergarten and kindergarten students shall be the same as that of primary students.**

- b. The duty-free lunch period for unit members shall be not less than thirty (30) minutes.
- c. No unit member shall be required to extend their duty/work day beyond eight (8) hours inclusive of lunch. Staff meetings will be scheduled to conclude no later than the end of the eight (8) hour day. However, a staff meeting may be extended by mutual consent between the administrator and teaching staff or during an emergency. No full-time unit member shall be required to split his/her working hours except for one Back to School Night ~~and or one~~ Open House per year.

It is understood that Back to School Night ~~and or~~ Open House may extend the work/duty time beyond eight

(8) hours that particular day. Staff meetings shall not be scheduled for the day of Back-to-School Night **and or** Open House. **There shall be no meetings held on site the day of**

**the Back-to-School Night or Open House. OSD and OEA shall collaborate to define the expectations for Open House to align with the District Parent and Family Engagement Plan.**

4. **Extended Day Transitional Kindergarten/Kindergarten (TK/K) Program**

a. Lunch for the extended day TK/K program shall be the same number of minutes as the primary lunch on site.

b. The maximum number of instructional minutes for TK/K will not exceed ~~49,680~~ **50,900** minutes.

c. Each extended day TK/K class will be provided with ~~90 minutes~~

**3 hours (180 minutes)** of paraeducator help per day. **\*TK para support shall adhere to State guidelines regarding adult to student ratios.** ~~This will be renegotiated if class size increases to above 26 students per class.~~

**d. Transitional Kindergarten and Kindergarten students shall dismiss one hour earlier than primary students on Wednesdays for the purposes of on-site planning for student instruction.**

**e. TK/K students shall have an afternoon recess consistent with the primary grades.**

**ARTICLE XIX: SALARIES**

1. The certificated salary schedule shall be increased by ~~4.5~~ **10%** on schedule and ~~2% off schedule increase in salary for the 2021-2022 school year~~ retroactive to July 1, ~~2021~~ **2022 in addition to the below salary schedule adjustments:**

**Longevity to begin at year 12 at 2.25%. Incremental steps moved to 1.5% per step. Example: 15-4.5%, 18-6.0%, 21-7.5%, 24-9.0%, 27-10.5%, 30-12%, 33-13.5% (Any bargaining unit member currently placed at Step 12 with 36 years of service shall be held harmless, and will receive 15%).**

**New teacher salary to start at Column C Step 2 – frozen for two years beginning 2023-2024 School Year.**

**Eliminate Column A of the salary schedule.**

4. **SCHEDULE II**

(a) The hourly rate of pay shall be ~~\$50 dollars. 45.00, effective July 1, 2015.~~

**ARTICLE XX: EMPLOYEE BENEFITS**

Annual Amount: The district annual contribution shall be ~~\$15,000 \$14,219~~  
~~rounded to the nearest whole dollar.~~

**ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**

~~Teachers on Special Assignment (Site TOSAs)~~

~~1. Teachers on Special Assignment will have a minimum of five (5) years of classroom teaching experience.~~

~~2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one (1) year, and then may reapply for open positions.~~

~~3. After site vacancies have been posted (per Article VII: Transfer and Reassignment, Section 2 and Section 3) for two (2) days, Teachers on Special Assignment at a site, may apply for any remaining vacancies at the site. This will occur before said vacancies are advertised district wide.~~

~~Teachers on Special Assignment~~ **Specialists (District TOSAs, Instructional Specialists, Assessment Specialists)**

1. Teachers on Special Assignment will have five (5) years of classroom experience.

2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one year, and then may reapply for open positions **the position will be advertised district wide. TOSAs/Instructional Specialists may reapply for the position for one additional term. If selected for the additional term, the TOSA/Instructional Specialist will forfeit existing site rites and will apply for district-wide vacancies as outlined in Article VII. Assessment Specialists may reapply every four years, upon acceptance of the second term, they will forfeit existing site rites and will apply for district-wide vacancies, as outlined in Article VII.**

3. For transfer purposes, a District TOSA **within their first four-year term,** will maintain site rights at his/her most recent site. District TOSAs will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

4. All Teachers on Special Assignment will have scheduled hours from 8:30 – 3:30 (inclusive of a 40-minute lunch). If job duties require working beyond the scheduled workday, their hours may be adjusted, or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.
5. All Teachers on Special Assignment may be required to attend one staff meeting per week scheduled to conclude no later than the end of the eight (8) hour day.

**6. Any unit member who uses his/her personal vehicle in the performance of work for the school District shall receive a mileage stipend based on the following:**

**Unit members assigned to more than one location or assigned to support multiple shall receive 125 miles per month at the IRS approved per diem rate.**

**Any member who travels miles in excess of the above mileage can claim the additional mileage, pursuant to Board Policy 3350.**

#### K-2 Reading Teachers

1. K-2 Reading Teachers will have a minimum of five (5) years teaching experience (must include a one (1) year of full-time classroom teaching within the past five (5) years).
2. The term for a K-2 Reading Teacher will be four (4) consecutive years. The teacher may reapply for the position at the end of the four (4) year term.
3. A district pool will be selected and school placement will be based on teacher preference by seniority in the district.
4. During the first ninety (90) instructional days of the school year, all K-2 Reading Teachers will attend three (3) days of district training/professional development in order to coordinate services to sites.
5. For transfer purposes, a K-2 Reading Teacher will maintain site rights at his/her most recent site. K-2 Reading Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.
6. For transfer purposes, upon the first day of their second year, K-2 Reading Teachers will maintain site rites at their current site.
7. K-2 Reading Teachers shall not be used to substitute in the event of a substitute shortage.

**ARTICLE XXVIII: TERM OF AGREEMENT**

This agreement shall remain in full force and effect up to and including June 30, 2023<sup>4</sup> and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

In 2022-2023, the parties shall reopen negotiations on Article XIX: Salaries and Article XX: Employee Benefits. In addition, both parties retain the right to reopen negotiations on up to two (2) additional articles of either party's choice for the 2022-2023 school year.

If either party wishes to negotiate changes to this Agreement, it shall submit its request and initial proposal to the other party no later than November 1st of each year.”

Memorandum of Understanding

Between the Oxnard School District and the Oxnard Educators Association

November 2, 2022

As a result of temporary additional funding, the Oxnard School District and Oxnard Educators Association agree to the following Home/Hospital pay rates effective July 1, 2022.

Home/Hospital instruction shall be paid at the \$80 an hour rate when conducted outside of normal school hours. The \$80 an hour rate includes all time in which the home/hospital teacher is working directly with the student(s) they are assigned to.

This MOU shall expire in full without precedent on June 30, 2023, unless mutually agreed by both parties in writing to extend until June 30<sup>th</sup>, 2024.

  
Dr. Scott Carroll  
Director of HR

District

11/2/22

Date

  
Stacie Thurman  
DEA President

Association

11/2/22

Date

**MEMORANDUM OF UNDERSTANDING**  
**Between the Oxnard School District**  
**and the Oxnard Educators Association**

As a result of temporary additional funding, the Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for implementation of Grade Span Adjustment:

**For the 2023-2024 School Year:**

- The school-wide class size average in K-3 (SEI and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.
- The class size for combination classes in grades K-3 shall not exceed twenty-four (24) students.
- The school-wide class size average in grades 4 and 5 in any school shall not exceed thirty-three (33) students with a .4 variance, with no individual class exceeding thirty-four (34) students.
- The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.
- All general education combination class teachers shall receive a one-thousand-dollar (\$1,000) annual stipend paid monthly over a 11-month period from August to June.
- When the caps set forth in this MOU are exceeded, the district shall take corrective action or meet and confer with the association to resolve the situation no later than the 10<sup>th</sup> school day of the trimester.

This MOU shall expire in full without precedent on June 30, 2024 unless extended by mutual written agreement of the Parties.



\_\_\_\_\_  
District, Dr. Natalia Torres  
Asst. Supt, Human Resources

1/12/2023

Date



\_\_\_\_\_  
Association, Stacie Thurman  
President, Oxnard Educators Assoc.

1/12/2023

Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN OXNARD SCHOOL DISTRICT  
AND THE OXNARD EDUCATORS ASSOCIATION  
**January 12, 2023**

Vacancies that occur after the last day of instruction will be flown district wide for three (3) working days. These vacancies will first be filled by site teachers in order of seniority. If no site transfers are requested, the vacancy will be filled in accordance with Article VII, Section 3, Criteria for Filling Voluntary Transfers and Reassignments. Upon request, OEA may receive a list of transfer applicants.

If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide during the displaced teacher pool. The displaced teacher pool will occur after the first round of District-wide transfers. If a displaced bargaining unit member chooses not to select a position in the displaced pool, they may apply for District-wide vacancies as per the collective bargaining agreement.

**First Day of Instruction**-Vacancies which occur on or after the first day of the instructional school year, notwithstanding any or all of the above provisions, will be filled through one of the following alternatives:

- a) Hiring of temporary employees or probationary employees; or
- b) Contract procedures outlined above

In the event the District utilizes option (A) above, the vacancy shall be posted and filled for the ensuing school year pursuant to applicable contract procedures outlined in Sections 1 through 4 above. The temporary or probationary employee filling the vacancy shall have no rights to said position or site and the employees will be notified of this at the time of hire.

This MOU shall expire in full without precedent on August 30, 2024.



\_\_\_\_\_  
District, Dr. Natalia Torres  
Asst. Supt, Human Resources



\_\_\_\_\_  
Association, Stacie Thurman  
President, Oxnard Educators Assoc.

1/12/2023

Date:

1/12/23

Date:

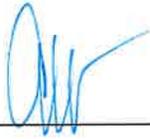
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day February 3, 2023, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

For the 2022-2023 School Year (Effective January 1, 2023):

As a result of temporary funding (ELOP etc.) the rate for student contact activities will be increased to \$80 an hour. There will be at least one hour paid preparation for every four (4) hours worked. All activities, hours worked, number of students served etc. must be approved by the principal prior to working with students.

This MOU shall expire in full without precedent on June 30, 2023 unless extended by mutual written agreement of the Parties. Both parties acknowledge upon expiration of this MOU, the rate of pay for teacher extra hours will revert to the schedule II rate in article XIX.



\_\_\_\_\_  
Anjanette Carrillo

Oxnard Educators Association

2-3-23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Dr. Natalia Torres

Asst. Superintendent

2-3-23

\_\_\_\_\_  
Date



**OXNARD SCHOOL DISTRICT**

1051 South "A" Street

Oxnard, California 93030

[805/385-1501](http://805/385-1501) [www.oxnardsd.org](http://www.oxnardsd.org)

**Retroactively effective to July 1, 2022**

**10.0% on-schedule increase plus Longevity increase**

**2022-23 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

**Board Approved 04/19/2023**

	Class A Non-Credentialed/Intern + Bachelor's Degree	Class B Non-Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 58,304	\$ 58,304	\$ 59,938	\$ 63,330	\$ 66,717	\$ 70,091
Step 2	\$ 58,304	\$ 58,924	\$ 62,456	\$ 65,990	\$ 69,511	\$ 73,041
Step 3	\$ 58,304	\$ 61,410	\$ 65,076	\$ 68,758	\$ 72,431	\$ 76,106
Step 4	\$ 60,157	\$ 63,986	\$ 67,804	\$ 71,638	\$ 75,470	\$ 79,309
Step 5	\$ 62,673	\$ 66,671	\$ 70,662	\$ 74,653	\$ 78,647	\$ 82,634
Step 6	\$ 65,314	\$ 69,469	\$ 73,623	\$ 77,783	\$ 81,943	\$ 86,110
Step 7	\$ 68,059	\$ 72,383	\$ 76,712	\$ 81,055	\$ 85,399	\$ 89,723
Step 8	\$ 70,917	\$ 75,430	\$ 79,936	\$ 84,461	\$ 88,976	\$ 93,493
Step 9	\$ 73,889	\$ 78,603	\$ 83,293	\$ 88,009	\$ 92,709	\$ 97,417
Step 10	\$ 76,995	\$ 81,886	\$ 86,790	\$ 91,706	\$ 96,602	\$ 101,507
Step 11	\$ 80,233	\$ 85,331	\$ 90,427	\$ 95,558	\$ 100,659	\$ 105,776
Step 12	\$ 83,606	\$ 88,913	\$ 94,230	\$ 99,568	\$ 104,887	\$ 110,216
12 yrs**	\$ 85,487	\$ 90,914	\$ 96,350	\$ 101,808	\$ 107,247	\$ 112,696
15 yrs**	\$ 87,368	\$ 92,914	\$ 98,470	\$ 104,049	\$ 109,607	\$ 115,176
18 yrs**	\$ 88,622	\$ 94,248	\$ 99,884	\$ 105,542	\$ 111,180	\$ 116,829
21 yrs**	\$ 89,876	\$ 95,581	\$ 101,297	\$ 107,036	\$ 112,754	\$ 118,482
24 yrs**	\$ 91,131	\$ 96,915	\$ 102,711	\$ 108,529	\$ 114,327	\$ 120,135
27 yrs**	\$ 92,385	\$ 98,249	\$ 104,124	\$ 110,023	\$ 115,900	\$ 121,789
30 yrs**	\$ 93,639	\$ 99,583	\$ 105,538	\$ 111,516	\$ 117,473	\$ 123,442
33 yrs**	\$ 94,893	\$ 100,916	\$ 106,951	\$ 113,010	\$ 119,047	\$ 125,095
36 yrs***	\$ 96,147	\$ 102,250	\$ 108,365	\$ 114,503	\$ 120,620	\$ 126,748

**CLASS (Education).** All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

**STEP (Experience).** Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

**VERIFICATIONS.** Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

**DEGREE INCREMENTS** in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

**SPECIAL STIPENDS.** An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15<sup>th</sup> year-4.50%, 18<sup>th</sup> year-6.00%, 21<sup>st</sup> year-7.50%, 24<sup>th</sup> year-9.00%, 27<sup>th</sup> year-10.50%, 30<sup>th</sup> year- 12.00%, and 33<sup>rd</sup> year-13.50%. Years of service must be in the Oxnard School District.

**\*\*\*ANNIVERSARY INCREMENT at the beginning of the 36th year** shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)**

---

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

#### **Certificated and Classified Management and Confidential Employees:**

- Salary Increase 10% on-schedule increase retroactive to July 1, 2022.
- Medical CAP change to \$15,000

#### **Certificated and Classified Management:**

- Annual Stipend for Doctorate: \$1000 will be granted to management staff with an earned doctorate degree.
- Anniversary Increments at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,616, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments.

#### **FISCAL IMPACT:**

In 2022-23 Total fiscal impact is \$1,504,307 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

In 2023-24 Total fiscal impact is \$105,201 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Management and Confidential positions.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the 2022-2023 and 2023-24 compensation revisions, as detailed above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Certificated Management Salary Schedule Proposed 22-23 FINAL \(three pages\)](#)

Certificated Management Salary schedule with Director Adjustments 23-24 FINAL  
(three pages)

Confidential Salary Schedule 2022-23 FINAL (two pages)

Classified Management Salary Schedule Proposed 22-23 FINAL (two pages)

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 7-1-2022)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,616, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Position	Work Days	Step		
		Step 1	Step 2	Step 3
Director, Pupil Services	261	\$ 139,637	\$ 152,198	\$ 165,899
Director, Special Education	261	\$ 139,637	\$ 152,198	\$ 165,889
Director, School Performance & Student Outcomes	261	\$ 139,637	\$ 152,198	\$ 165,889
Director, Teaching & Learning	261	\$ 139,637	\$ 152,198	\$ 165,889
Director, Enrichment & Specialized Programs	261	\$ 139,637	\$ 152,198	\$ 165,889
Director, Certificated Human Resources	261	\$ 139,637	\$ 152,198	\$ 165,889
Manager, Special Education	261	\$ 123,581	\$ 134,697	\$ 146,820
Manager, Mathematics & Physical Education	261	\$ 123,581	\$ 134,697	\$ 146,820
Manager, Equity, Family, & Community Engagement	261	\$ 123,581	\$ 134,697	\$ 146,820

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 7-1-2022)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 764.44	\$ 164,355
Master Principal, Elementary School	210	\$ 724.58	\$ 152,161
Master Assistant Principal, Middle School/K-8	210	\$ 661.33	\$ 138,879
Master Assistant Principal, Elementary School	205	\$ 661.33	\$ 135,573
Principal, Middle School/K-8	215	\$ 724.58	\$ 155,785
Principal, Elementary School	210	\$ 669.80	\$ 140,658
Assistant Principal, Middle School/K-8	210	\$ 646.36	\$ 135,736
Assistant Principal, Elementary School	205	\$ 646.36	\$ 132,504

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution for all Certificated Management equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees:** For any Certificated Management employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Certificated Management employee and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Certificated Management** hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Compensation/Salary Increase Pending Board Approval 4/19/23

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2023-24**

(Effective 7-1-2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,616, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Work Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Director, Special Education	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Director, School Performance & Student Outcomes	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Director, Teaching & Learning	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Director, Enrichment & Specialized Programs	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Director, Certificated Human Resources	222	\$ 143,446	\$ 156,349	\$ 170,876
		\$ 646.15	\$ 704.27	\$ 769.71
Manager, Special Education	222	\$ 123,581	\$ 134,697	\$ 146,820
		\$ 556.67	\$ 606.74	\$ 661.35
Manager, Mathematics & Physical Education	222	\$ 123,581	\$ 134,697	\$ 146,820
		\$ 556.67	\$ 606.74	\$ 661.35
Manager, Equity, Family, & Community Engagement	222	\$ 123,581	\$ 134,697	\$ 146,820
		\$ 556.67	\$ 606.74	\$ 661.35

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2023-24**

(Effective 7-1-2023)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

**Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary:** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator:** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Implementation of Salary Schedule:** Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

<i>Position</i>	<i>Work Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 764.44	\$ 164,355
Master Principal, Elementary School	210	\$ 724.58	\$ 152,161
Master Assistant Principal, Middle School/K-8	210	\$ 661.33	\$ 138,879
Master Assistant Principal, Elementary School	205	\$ 661.33	\$ 135,573
Principal, Middle School/K-8	215	\$ 724.58	\$ 155,782
Principal, Elementary School	210	\$ 669.80	\$ 140,658
Assistant Principal, Middle School/K-8	210	\$ 646.36	\$ 135,736
Assistant Principal, Elementary School	205	\$ 646.36	\$ 132,504

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution for all Certificated Management equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees:** For any Certificated Management employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Certificated Management employee and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Certificated Management** hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

**Extended Sick Leave:** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits:** The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Compensation/Salary Pending Board Approval 4/19/23

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 07/01/2022)

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

STEPS						ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Range #						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$3,485	\$3,661	\$3,842	\$4,037	\$4,236	\$4,276	\$4,316	\$4,396	\$4,476	\$4,436
1.5	\$3,576	\$3,750	\$3,942	\$4,136	\$4,343	\$4,383	\$4,423	\$4,503	\$4,583	\$4,543
2.0	\$3,661	\$3,842	\$4,037	\$4,236	\$4,446	\$4,486	\$4,526	\$4,606	\$4,686	\$4,646
2.5	\$3,750	\$3,942	\$4,136	\$4,343	\$4,565	\$4,605	\$4,645	\$4,725	\$4,805	\$4,765
3.0	\$3,842	\$4,037	\$4,236	\$4,446	\$4,675	\$4,715	\$4,755	\$4,835	\$4,915	\$4,875
3.5	\$3,942	\$4,136	\$4,343	\$4,564	\$4,791	\$4,831	\$4,871	\$4,951	\$5,031	\$4,991
4.0	\$4,037	\$4,236	\$4,446	\$4,675	\$4,913	\$4,953	\$4,993	\$5,073	\$5,153	\$5,113
4.5	\$4,136	\$4,343	\$4,564	\$4,791	\$5,031	\$5,071	\$5,111	\$5,191	\$5,271	\$5,231
5.0	\$4,236	\$4,446	\$4,675	\$4,913	\$5,149	\$5,189	\$5,229	\$5,309	\$5,389	\$5,349
5.5	\$4,343	\$4,565	\$4,791	\$5,031	\$5,281	\$5,321	\$5,361	\$5,441	\$5,521	\$5,481
6.0	\$4,446	\$4,675	\$4,913	\$5,149	\$5,409	\$5,449	\$5,489	\$5,569	\$5,649	\$5,609
6.5	\$4,565	\$4,791	\$5,031	\$5,281	\$5,548	\$5,588	\$5,628	\$5,708	\$5,788	\$5,748
7.0	\$4,675	\$4,913	\$5,149	\$5,409	\$5,678	\$5,718	\$5,758	\$5,838	\$5,918	\$5,878
7.5	\$4,791	\$5,031	\$5,281	\$5,548	\$5,818	\$5,858	\$5,898	\$5,978	\$6,058	\$6,018
8.0	\$4,913	\$5,149	\$5,409	\$5,678	\$5,964	\$6,004	\$6,044	\$6,124	\$6,204	\$6,164
8.5	\$5,031	\$5,281	\$5,548	\$5,818	\$6,109	\$6,149	\$6,189	\$6,269	\$6,349	\$6,309
9.0	\$5,149	\$5,409	\$5,678	\$5,964	\$6,263	\$6,303	\$6,343	\$6,423	\$6,503	\$6,463
9.5	\$5,281	\$5,548	\$5,818	\$6,109	\$6,417	\$6,457	\$6,497	\$6,577	\$6,657	\$6,617
10.0	\$5,409	\$5,678	\$5,964	\$6,263	\$6,572	\$6,612	\$6,652	\$6,732	\$6,812	\$6,772
10.5	\$5,548	\$5,818	\$6,109	\$6,417	\$6,741	\$6,781	\$6,821	\$6,901	\$6,981	\$6,941
11.0	\$5,678	\$5,964	\$6,263	\$6,572	\$6,902	\$6,942	\$6,982	\$7,062	\$7,142	\$7,102
11.5	\$5,818	\$6,109	\$6,417	\$6,741	\$7,078	\$7,118	\$7,158	\$7,238	\$7,318	\$7,278
12.0	\$5,964	\$6,263	\$6,572	\$6,902	\$7,249	\$7,289	\$7,329	\$7,409	\$7,489	\$7,449
12.5	\$6,109	\$6,417	\$6,741	\$7,078	\$7,433	\$7,473	\$7,513	\$7,593	\$7,673	\$7,633

\***Anniversary Increments:** Employees shall earn an increment of \$40 each month at the beginning of the 7<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Work Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373
Human Resources Analyst	261	10.0	\$373
Administrative Assistant to Director, Certificated Human Resources	261	7.5	\$373

**Assignment to Step and Anniversary Increments.** Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven-year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

**Confidential Stipend.** In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

**Professional Growth.** All confidential employees of the Oxnard School District are eligible to participate in the Classified Professional Growth Award Program.

**Health and Welfare Benefits.** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Disability Retirement Under PERS.** Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees**

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Confidential Employees hired on or after July 1, 2012, are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits.** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership.** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

Compensation/Salary Pending Board Approval 4/19/23

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2022-23**

(Effective retroactive to 7-1-2022)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$1000 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,616, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall adjust automatically based upon future salary adjustments.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Work Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$ 145,012	\$ 158,058	\$ 172,285
Director of Classified Human Resources	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Finance	261	\$ 128,164	\$ 139,692	\$ 152,268
Director of Facilities	261	\$ 128,164	\$ 139,692	\$ 152,268
MEP Maintenance & Energy Programs Manager	261	\$ 116,007	\$ 126,916	\$ 137,823
Director of Network Operations	261	\$ 114,575	\$ 124,887	\$ 136,123
Director of Purchasing	261	\$ 109,918	\$ 119,804	\$ 130,589
Senior Manager, Maintenance & Operations	261	\$ 105,976	\$ 115,509	\$ 125,905
Director of Child Nutrition Services	261	\$ 104,046	\$ 113,407	\$ 123,614
Risk Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Human Resources Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Director of Early Childhood Education Programs	261	\$ 98,199	\$ 107,033	\$ 116,667
Director of Transportation	261	\$ 98,199	\$ 107,033	\$ 116,667
Accounting Manager/Internal Auditor	261	\$ 88,000	\$ 95,916	\$ 104,550
Executive Assistant to the Superintendent	261	\$ 88,000	\$ 95,916	\$ 104,550
Web Content Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Enrollment Center Manager	261	\$ 84,542	\$ 92,146	\$ 100,441
Warehouse/Graphics Manager	261	\$ 77,656	\$ 84,641	\$ 92,259
Custodial Services Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Grounds Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Maintenance Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Asst. Director of Child Nutrition Services	261	\$ 73,260	\$ 79,850	\$ 87,036

Compensation/Salary Pending Board Approval 4/19/23

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Approval of New Classification and Job Functions for After School Program Site Coordinator (Torres/Lin)**

---

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Director of Enrichment and Specialized Programs requested a new classification to support the District’s After School Program.

The After School Program Site Coordinator job classification is being created to plan, organize, and direct the operation and administration of a specific site-based after school program designed to provide all students with a variety of activities and services. The After School Program Site Coordinator is responsible for the day-to-day operations of the After School Program and coordinates program activities related to the school day.

The Personnel Commission took action on March 9, 2023, to approve the new classification of After School Program Site Coordinator and allocated the new classification to salary range 22 of the Classified salary schedule.

#### **FISCAL IMPACT:**

The classification of After School Program Site Coordinator is allocated to salary range 22 of the CSEA/OSD Classified salary schedule. This would equate to an hourly rate of \$24.26-\$29.51.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of After School Program Site Coordinator, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [After School Program Site Coordinator REVISED 3-9-2023.pdf](#)  
[CSEA Salary Schedule 21-22 Updated 8.3.22.pdf](#)



## **After School Program Site Coordinator**

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

### **Purpose Statement**

The job of After School Program Site Coordinator is done for the purpose/s of overseeing the delivery of a broad range of programs within designated school areas that include Academic and Curricular Programs; Sports, Fitness, and Recreation; The Arts; Character & Leadership Development; Career & Education Development; and Health & Life Skills; also planning, developing and oversees the day-to-day operations of the after school program and enrichment activities and coordinating program activities related to the school day; and performing a variety of other duties relative to assigned area of responsibility.

This job reports to the Site Administrator, Director, Enrichment & Special Programs, or designee.

---

### **Essential Functions**

- Communicates and responds to inquiries of other school personnel, parents and community for the purpose of providing information, assistance and/or direction related to the grade level or special area activities.
- Communicates with a variety of District personnel and departments regarding budgeting, purchase orders and other issues; recommends budget expenditures for the purpose of addressing budget, equipment and supply needs required to implement the after school program and enrichment activities.
- Conducts and participates in meetings, workshops, staff training sessions, and seminars (e.g. site management team, special area units, district curriculum, etc.) for the purpose of gathering information and affecting the development, planning, coordination and implementation of site enrichment programs.
- Identifies, secures, and orders program needs (e.g. equipment, instructional materials and equipment, budget, etc.) for the purpose of operating the program and enhance the after school program and enrichment activities.
- Monitors and maintains inventory of After School Program and enrichment activities materials, equipment and supplies for the purpose of identifying required items to provide support to instruction in accordance with established curriculum.
- Monitors enrollment and attendance (e.g. maintaining attendance records, contacting parents, preparing reports, etc.) for the purpose of adhering to After School Program attendance policies and guidelines.
- Organizes and coordinates enrichment programs and activities outside normal classroom activities to strengthen local youth enrichment, learning and services opportunity for the purpose of creating neighborhood resilience and reducing drug use, violence, and improving physical health and safety for students.
- Plans, organizes, and directs the operation and administration of a specific site-based after school program designed to provide all students with a variety of activities and services for the purpose of increasing the number of students meeting or exceeding academic standards.
- Prepares and maintains a variety of reports and written materials (e.g. guides, bulletins, manuals, benchmark objectives, supply orders, equipment inventory, etc.) for the purpose of distributing, documenting activities and ensuring compliance with established guidelines.

- Promotes student achievement through coordination of the program, and leads student activities, enrichment and homework support when needed for the purpose of meeting the goals of after school program.
- Serves as a liaison, among community and social agencies, site administrator and grade level or special area staff, by providing information, feedback, program data and assistance for the purpose of enhancing efficient communications among all parties, and the the planning, development and implementation of public and community relations.

### **Other Functions**

- For positions with bilingual designations, performs the essential job functions utilizing bilingual skills, translates verbal and written communication(s) and attends various meetings to translate and interprets for the purpose of assisting the public, students, teachers, and parents in communicating and assuring smooth and efficient operations as needed.
- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the assigned work site.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: applying pertinent laws, codes, policies, and/or regulations; preparing and maintaining accurate records; operating standard office equipment; utilizing pertinent software applications; coordinating activities with other schools, districts and/or agencies; facilitating program goals; organizing and communicating information and concepts; and overseeing financial transactions.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and understand complex, multi-step written and oral instructions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: community support organizations and public relations; equipment used in activity/program; knowledge of curriculum, instruction, and subjects of teaching assignments; computers and supporting word processing applications; principles and procedures of record keeping; principles and procedures of supervision and training of staff; English usage, grammar, spelling, punctuation and vocabulary; pertinent laws, codes, policies, and/or regulations; principles and practices of budget maintenance, and relevant professional standards and practices.

ABILITY is required to schedule a number of activities, meetings, and/or events; gather and/or collate data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with similar types of data; and utilize job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: independently perform responsible duties in support of the assigned program; adapting to changing work priorities; communicating with persons of varied educational and cultural backgrounds; dealing with frequent interruptions; meeting deadlines and schedules; providing leadership, direction, and team building; providing opportunities for the exchange of ideas; setting priorities; providing information and assistance

to parents, the general public and other staff members in a helpful, courteous and timely manner; communicate clearly and concisely, both orally and in writing; understand and follow oral and written directions; and prepare clear and concise reports.

**Responsibility**

Responsibilities include: working under limited supervision using standardized practices and/or methods; leading, guiding, and/or coordinating others; monitoring budget expenditures. Utilization of resources from other work units may be required to perform the job's functions. There is some opportunity to impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 50% sitting, 30% walking, 20% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

Experience Job related experience with increasing levels of responsibility is desired.

Education Community college and/or vocational school degree with study in job-related area.

Equivalency Any combination equivalent to sufficient experience, training and/or education to demonstrate the skills, knowledge and abilities listed above. Typically, this would be gained through: An Associate degree with concentration on education or related area and two (2) years of increasingly responsible experience working with school aged children, families and community. Experience working in a lead capacity is highly preferred.

Incumbents must meet requirements specified under Every Student Succeeds Act (ESSA). Special Qualifications include: • Completed at least two (2) years of study at an institution of higher education OR • Obtained an associate's or higher degree (college level) OR • Met (pass) a rigorous standard of quality and can demonstrate, through a formal State or local academic assessment, knowledge of, and the ability to assist in instructing, reading, writing, and mathematics.

Required Testing

Job-Related Skills Proficiency Test

Certificates

Valid Driver's License & Evidence of Insurability  
CPR/First Aid Certificate

Continuing Educ./Training

Mandated Reporter Training

Clearances

Criminal Background Clearance

FLSA Status

Non Exempt

Approval Date

3/9/2023

Salary Range

Classified 22

Working together to achieve the Oxnard School District vision for student success

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



**Employee Anniversary Increments:**

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

**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) \$15 per hour**

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0		\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98



**Employee Anniversary Increments:**  
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th 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: \$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

**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) \$15 per hour**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

### **Approval of Job Title Change, Job Description Update, and Salary Range Adjustment for Director of Finance (Torres/Lin)**

---

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Director of Finance is a critical management position in Business Services within Oxnard School District. The incumbent directs business programs and financial services in accounting, payroll, financing, and budget control; plans and organizes the development and implementation of the District's accounting system; prepares the District budget to be presented to the Board; and provides fiscal and financial information and serving as a resource to others.

A recent recruitment was opened on February 7, 2023, following the retirement decision of Ms. Mary Crandall Plasencia. However, after extensive reaching out recruitment efforts, not enough qualified candidates applied. Therefore, the recruitment was extended to March 16, 2023. Personnel Commission considered this a hard to recruit position based on our current salary and the scarcity of financial fiscal professional expertise among surrounding public organizations. To be able to fill the vacancy swiftly with a qualified fiscal professional, Personnel Commission acted on March 9, 2023, to revise the job description, update the job title to Director of Fiscal Services, and recommend its salary range be reallocated from \$116,513-\$138,425 to the next salary step \$126,993-\$150,883 on the CSEA/OSD Classified Management Salary Schedule. As a result, we were able to produce an eligibility list with qualified individuals.

#### **FISCAL IMPACT:**

The classification of Director of Fiscal Services is allocated to salary range of \$126,993-\$150,883 on the Classified Management salary schedule, resulting in a \$10,480 yearly fiscal impact on step one, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources that the Board of Trustees approve the proposed job title, revised job functions, and new recommended salary range for the Director of Fiscal Services, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Director of Fiscal Services REVISED 3-9-2023.pdf](#)  
[2022-23 Classified Management Salary Schedule Proposed.pdf](#)

## **Director of Fiscal Services**

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

### **Purpose Statement**

The job of Director of Fiscal Services is done for the purpose/s of directing business programs and financial services in accounting, payroll, financing and budget control; planning and organizing the development and implementation of the District's accounting system; preparing the District budget to be presented to the Board; providing information and serving as a resource to others; achieving defined objectives by planning, evaluating, developing, implementing, and maintaining services in compliance with established guidelines; and serving as a member of the leadership team.

This job reports to the Assistant Superintendent, Business and Fiscal Services or Designee.

---

### **Essential Functions**

- Analyzes a variety of financial information (e.g. budget variances, cost projections, etc.) for the purpose of providing direction and support, making recommendations, maximizing use of funds, and/or ensuring overall operations are within budget.
- Assists a variety of external agency personnel (e.g. auditors, grant representatives, regulatory agency staff, maintain liaison with county officials for the coordination of accounting practices, etc.) for the purpose of providing information and general support.
- Collaborates with internal and external personnel (e.g. other administrators, auditors, public agencies, community members, etc.) for the purpose of implementing and/or maintaining services and programs.
- Compiles data from a wide variety of sources (e.g. staff, public agencies, school districts, etc.) for the purpose of analyzing issues; ensuring compliance with organization policies and procedures; and/or monitoring program components.
- Conducts internal audits (e.g. general and special funds, etc.) for the purpose of ensuring program operations are within budget and in accordance with fiscal practices.
- Directs financial services department operations; the maintenance of services; and the implementation of new programs and/or processes for the purpose of providing services within established timeframes and in compliance with related requirements.
- Directs and monitors budget allocations, expenditures, fund balances, and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits, and/or fiscal practices are followed.
- Facilitates meetings, workshops, seminars, etc. (e.g. financial procedures, regulatory requirements, community or outside agencies, interdepartmental needs, etc.) for the purpose of identifying issues, developing recommendations, supporting other staff, and serving as a District representative.
- Maintains a variety of manual and electronic fiscal information, files and records (e.g. accounts payable, accounts receivable, student activities, contracts, etc.) for the purpose of providing an up-to-date reference and audit trail.

- Manages assigned program and/or departmental responsibilities for the purpose of achieving organizational objectives and ensuring compliance with legal, financial, and District requirements.
- Participates in meetings, workshops, and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Performs personnel functions (e.g. interviewing, evaluating, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel, and achieving objectives within budget.
- Prepares a wide variety of materials (e.g. annual budgets, financial statements, reports for the Board, Superintendent, department administrators, etc.) for the purpose of documenting activities and issues; meeting compliance requirements; and/or providing supporting materials for requested actions.
- Presents information (e.g. budget overviews, accounting processes, distribution formulas, etc.) for the purpose of communicating information, gaining feedback, and ensuring adherence to established internal controls.
- Researches financial topics and related legal issues (e.g. discrepancies, current legislative trends, etc.) for the purpose of evaluating compliance requirements and potential implications on district operations.
- Responds to a wide variety of inquiries of staff, district personnel, other professional organizations, etc. (e.g. accounting guidelines, expenditure status, grant guidelines, etc.) for the purpose of resolving problems, providing information, and/or referring to appropriate personnel.

### **Other Functions**

- Performs reasonably related other job functions and tasks within the job classification as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the business department and the district.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; communication-oral and written; analyzing and determining course of action; preparing a variety of reports; and maintaining accurate records.

KNOWLEDGE is required to utilize theoretical mathematical concepts; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; personnel processes; program planning and development; school budgeting, policies, and audit procedures; management skills; financial analysis and research methodology and procedures; principles of data processing; principles of supervision and training; concepts of grammar and punctuation; and principles of public and fund accounting and budgeting.

ABILITY is required to schedule a number of activities, meetings, and/or events; routinely gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using a variety of standardized methods.

Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize a wide variety of types of job-related

equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups and individuals; meeting deadlines and schedules; setting priorities; working as part of a team; and working with detailed information/data.

**Responsibility**

Responsibilities include: working under limited supervision using standardized practices and/or methods; managing a department; supervising the use of funds for multiple departments. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to significantly impact the organization's services.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 95% sitting, 5% walking, 0% standing. This job is performed in a generally clean and healthy environment.

Experience Job related experience within a specialized field with increasing levels of responsibility is required.

Education Bachelors degree in job-related area.

Equivalency Any combination equivalent to: Graduation from an accredited college or university with a major in accounting, business management, or closely related discipline. Five (5) years of increasingly responsible professional accounting experience including at least two (2) years of supervisory experience, preferably inclusive of school district or governmental accounting experience.

Required Testing

Job-Related Skills Proficiency Test

Certificates

Valid Driver's License & Evidence of Insurability

Continuing Educ./Training

Mandated Reporter Training

Clearances

Criminal Background Clearance

FLSA Status

Exempt

Approval Date

3/9/2023

Salary Range

\$126,993-\$150,883

Working together to achieve the Oxnard School District vision for student success.

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22**

(Effective retroactive to 7-1-2021)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

<b>Management Service</b>	<b>Vacation Days</b>	
	<b>11 Months</b>	<b>12 Months</b>
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$ 131,829	\$ 143,689	\$ 156,623
Director of Classified Human Resources	261	\$ 126,993	\$ 138,425	\$ 150,883
Director of Finance	261	\$ 116,513	\$ 126,993	\$ 138,425
Director of Facilities	261	\$ 116,513	\$ 126,993	\$ 138,425
MEP Maintenance & Energy Programs Manager	261	\$ 105,461	\$ 115,378	\$ 125,294
Director of Network Operations	261	\$ 104,159	\$ 113,534	\$ 123,748
Director of Purchasing	261	\$ 99,925	\$ 108,913	\$ 118,717
Senior Manager, Maintenance & Operations	261	\$ 96,342	\$ 105,008	\$ 114,459
Director of Child Nutrition Services	261	\$ 94,587	\$ 103,097	\$ 112,376
Risk Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Human Resources Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Director of Early Childhood Education Programs	261	\$ 89,272	\$ 97,303	\$ 106,061
Director of Transportation	261	\$ 89,272	\$ 97,303	\$ 106,061
Accounting Manager/Internal Auditor	261	\$ 80,000	\$ 87,196	\$ 95,045
Executive Assistant to the Superintendent	261	\$ 80,000	\$ 87,196	\$ 95,045
Web Content Analyst	261	\$ 80,000	\$ 87,196	\$ 95,045
Enrollment Center Manager	261	\$ 76,856	\$ 83,769	\$ 91,310
Warehouse/Graphics Manager	261	\$ 70,596	\$ 76,946	\$ 83,872
Custodial Services Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Grounds Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Maintenance Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Asst. Director of Child Nutrition Services	261	\$ 66,600	\$ 72,591	\$ 79,124

\*Calendar work days plus holidays

*Board approved 8/03/2022 – increase of 4.5%*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section D: Action Items

**Approval of Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy - for California Schools Employee Benefit Organization (CSEBO), the Oxnard School District, and the Oxnard Supportive Services Association (OSSA) (Torres/Magana)**

---

The Oxnard School District (District) and Oxnard Supportive Services Association (OSSA) have agreed to accept California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy, with an effective date of July 1, 2023.

CSEBO is a Joint Power Authority (JPA) established in 1991, and will administer affordable health and welfare benefit programs for OSSA employees of the Oxnard School District. OSSA and the District have agreed to participate in the CSEBO programs.

Resolution #22-30 includes their Establishing Agreement, Third Restated By Laws and CSEBO Financial Policy.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve Resolution #22-30 - California Schools Employee Benefit Organization (CSEBO) Establishing Agreement, By Laws and Financial Policy, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [California Schools Employee Benefit Organization \(CSEBO\) Establishing Agreement, By Laws and Financial Policy \(41 Pages\)](#)



**Resolution #22-30**  
**Oxnard Supportive Services Association (OSSA) c/o Oxnard School District (OSD) Governing Board Resolution**  
**California Schools Employee Benefit Organization (CSEBO) Establishing Agreement and By Laws and Financial Policy**  
**Governing Board Meeting — April 19, 2023**

WHEREAS, Oxnard Supportive Services Association (OSSA), c/o Oxnard School District (OSD) is a Local Educational Public Agency (“LEA”) in California and is in good standing.

WHEREAS, OSSA, c/o OSD provides employees with medical, dental, and/or vision claims and various benefits, and seeks to maximize its programs through joining a California joint powers authority offering comprehensive insurance programs to facilitate enhancements and operations of its health and related benefit programs for officers and employees.

WHEREAS, California Schools Employee Benefits Organization (“CSEBO”), operates under the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with section 6500 et seq.) of the California Government Code, relating to the Joint Exercise of Powers between and among public educational agencies, for the purpose of providing insurance programs for medical, dental, and/or vision claims and benefits and such other programs for Members’ employees and officers for their benefit as provided in Government Code § 53205.3 in accordance with an Establishing Agreement dated January 29, 1991.

WHEREAS, OSSA, c/o OSD has reviewed the Establishing Agreement, Bylaws and Policies of CSEBO, and reviewed CSEBO’s insurance benefit programs, and believes that joining CSEBO as a Member is in its best interests and in the best interests of its officers and employees.

WHEREAS, pursuant to Section 7 of the Establishing Agreement, OSSA, c/o OSD, and pursuant to Governing Board action, agrees to become a member of CSEBO effective July 1, 2023, and to follow the Establishing Agreement, Bylaws and Policies of CSEBO, and to designate two representatives to the CSEBO Board of Directors who are current employees or a member of the Governing Board of OSSA, c/o OSD.

NOW, THEREFORE, BE IT RESOLVED, OSSA, c/o OSD, by and through its Governing Board, formerly approves joining CSEBO as a new Member effective July 1, 2023 pursuant to the terms of the Establishing Agreement, and authorizes execution of the Establishing Agreement.

Ayes:

Nays:

Abstentions:

ATTEST:

---

Veronica Robles-Solis, Governing Board President

---

Jarely Lopez, Governing Board Clerk

## CSEBO FINANCIAL POLICY

This document sets forth the financial policy of the California Schools Employee Benefits Organization (“CSEBO”), a joint powers agency that was created by the Establishing Agreement.

### I. Definitions

Unless the context requires otherwise, the terms used herein shall have the following meanings:

- A. “CSEBO” is defined in the preamble to this financial policy.
- B. “Board” shall mean the governing board of CSEBO established by CSEBO’s Bylaws to direct and control CSEBO.
- C. “Capital Target” shall mean the excess by which the assets of a self-funded Program exceed the liabilities of such Program measured at a point in time as determined by the Board.
- D. “Claim Administrator” shall mean any firm or firms engaged by the Board for the purpose of determining and paying for losses and related matters, or to provide other services related to the processing and payment of claims.
- E. “Contribution” shall mean money, including, but not limited to, deposits, premiums and special assessments, paid by a Member to CSEBO in return for the services, benefits and insurance provided by CSEBO.
- F. “Establishing Agreement” means that certain California Schools Employee Benefits Organization Establishing Agreement to Operate and Maintain a Program for Medical, Dental and Vision Claims and Insurance,” dated January 1, 1991 and made effective March 1, 1991, pursuant to which CSEBO was formed in accordance with California Government Code Sections 6500, *et seq.*
- G. “Executive Director” is the chief administrator employed by the Board to operate and manage CSEBO and administer its Programs.
- H. “Fund” is a sum of money set apart for each Program or other specific purpose as determined by the Board.
- I. “Member” shall mean a Public Educational Agency that has joined CSEBO in accordance with the CSEBO Bylaws.
- J. “Plan Year” shall mean the consecutive 12-month period as determined by the CSEBO Board. Each Plan Year is separate and distinct from other Plan Years.

- K. “Program” shall mean a distinct benefits Program established by the Board. CSEBO offers separate and distinct medical, dental, vision, and life insurance Programs to its Members.
- L. “Public Educational Agency” shall mean a California school district, community college district, county board of education, and county superintendent of schools or dependent charter school as defined in Section 6528 of the California Government Code.
- M. “Reserves” shall mean that part of the Member’s Contribution for each Program held by CSEBO to make future payments for claims that have been incurred but are unpaid.

## **II. Medical Program Contributions**

The following provisions summarize the method of calculating the Member Contributions for the CSEBO medical Program. The medical Program is comprised of PPO and HMO Contributions, including, but not limited to, all HSA-qualified plans underwritten by the PPO and HMO Contributions.

### **A. PPO Contribution**

1. For the Plan Year beginning October 1, 2015, required Contributions for the PPO portion of the medical Program will be developed on a Member-specific basis, without the use of credibility.
2. Beginning October 1, 2015, all CSEBO PPO claim experience will be combined for accounting and renewal purposes, and individual Member claim experience will not be provided or otherwise made available to individual CSEBO Members.
3. Renewals effective for subsequent Plan Years will be based on the collective claim experience for all CSEBO Members. Each Member will receive the same percentage increase (or decrease) based on the required rate action for the combined CSEBO Members.
4. PPO Contributions will be determined based upon the following factors:
  - Claim experience for at least 12 months immediately prior to the renewal calculation;
  - Adjustments for incurred but not reported claims liability;
  - Claim fluctuation margin;
  - Claim fluctuation reserve set by the actuary;
  - Trend set by the actuary;
  - Claims processing and other necessary administrative charges;

- Stop-loss insurance charges;
- CSEBO administrative fees;
- Future benefit design modifications; and
- All fees applicable to the Affordable Care Act or any successor statute.

5. The retiree population will be rated separately from the active population to establish the retiree plans as “retiree only plans.”

**B. HMO Contribution**

1. The HMO plan(s) experience will be combined for accounting and renewal purposes, and individual Member’s claims experience will not be provided or otherwise made available to individual CSEBO Members. Each Member will have common rates for the same plan design. The Member may offer one or more of the available plan options. The Members’ HMO Contributions will be based on:

- CSEBO’s recent claim experience;
- HMO administration and profit allowances established for CSEBO; and
- CSEBO administrative fees.

2. CSEBO will review the HMO Contributions to ensure reasonableness. If applicable, CSEBO will negotiate the proposed HMO Contribution action with the HMO plan(s).

3. If applicable, the Member HMO Contribution increase or decrease will be adjusted for recent or future benefit modifications.

4. The retiree population will be rated separately from the active population to establish the retiree plans as “retiree only plans.”

**III. Dental Program Contributions**

**A. Renewal Calculations**

Each Member’s renewal calculation for each Plan Year will be based on the following:

- Claims experience for at least 12 months immediately prior to the renewal calculation;
- Adjustments for incurred but not reported claim liability;
- Claim fluctuation margin;
- Claim fluctuation reserve set by the actuary;
- Trend set by the actuary;

- Claims processing and other necessary administrative charges;
- Stop-loss insurance changes, if applicable;
- CSEBO administrative fees; and
- Future benefit design modifications.

**B. Additional Dental Plan Policies**

All CSEBO dental claims experience will be combined for accounting and renewal purposes. Individual Member's claims experience will not be provided or otherwise made available to individual CSEBO Members. Each Member will have common dental rates for the same plan design. The Member may choose only one of the available options. If applicable, the Member's dental Contribution increase or decrease will be adjusted for recent or future benefit modifications.

**IV. Vision Program Contributions**

**A. Renewal Calculations**

Each Member's renewal calculation for each Plan Year will be based on the following:

- Claims experience for at least 12 months immediately prior to the renewal calculation;
- Adjustments for incurred but not reported claims liability;
- Claim fluctuation margin;
- Claim fluctuation reserve set by the actuary;
- Trend set by the actuary;
- Claims processing and other necessary administrative charges;
- Stop-loss insurance charges, if applicable;
- CSEBO administrative fees; and
- Future benefit design modifications.

**B. Additional Vision Plan Policies**

All CSEBO vision claims experience will be combined for accounting and renewal purposes. Individual Member's claims experience will not be provided or otherwise made available to individual CSEBO Members. Each Member will have common rates for the same plan design. The Member may offer one or more of the available plan options. If applicable, the Member's vision Contribution increase or decrease will be adjusted for recent or future benefit modifications.

V. **Life Insurance**

As an ancillary Program, CSEBO may provide life insurance, including basic life insurance for employees; supplemental life insurance for employees, spouses, and dependents; and supplemental accidental death and dismemberment insurance for employees and spouses.

VI. **Health Savings Accounts**

Certain Members provide their employees with health savings accounts, which are medical savings accounts available to individuals who are enrolled in certain IRS-qualified high-deductible health plans. The Members are solely responsible for offering, providing, and implementing any health savings accounts. However, CSEBO provides the Members with administrative support for such accounts.

VII. **Underwriting Guidelines**

A. **Mandatory Compliance with Underwriting Guidelines**

100% of the Member's employees must abide by the CSEBO Underwriting Guidelines.

B. **Mandatory Enrollment by Eligible Bargaining Units**

100% of the eligible bargaining units must enroll in the medical Program.

C. **Option to Decline Coverage**

1. **Bases for Declining Coverage**

Employees of a Member may decline coverage in a Program in the below circumstances.

- **Member Contributes Less Than 100%:** Employees of a Member that contributes less than 100% of the required funding amount (or premium for fully-insured plans), but who are eligible according to the Member's policy, may decline coverage when first eligible.

- **Other Coverage:** Even where the Member contributes 100% of the funding amount (or premium for fully-insured plans), the Member's employees may elect to decline coverage if employees have coverage through another source (*e.g.*, through a spouse).

- **Work Status or Contribution Change:** Employees who are eligible according to the Member's policy and enrolled for benefits, but whose work status changes from full-time to part-time, or whose Member Contributions reduce

below 100% of the required funding amount, may decline coverage when such change or reduction is made.

## **2. Reenrollment After Declining Coverage**

If a Member's employees decline coverage, they may not enroll under the Program until the next open enrollment, except as otherwise required by federal or state law.

## **D. Dependents**

All Members must adopt the same dependent definition, which must be in accordance with requirements under federal and state law and the following:

"Spouse" is (a) the subscriber's legal spouse who is not legally separated from the subscriber; or (b) the subscriber's domestic partner if they are in a legally registered and valid domestic partnership.

"Child" is the subscriber's or spouse's natural child, stepchild, legally-adopted child, foster child, or a child for whom the subscriber or spouse has been appointed legal guardian by a court of law, subject to the following:

1. A child is eligible for coverage until his or her 26<sup>th</sup> birthday as outlined in the Federal Patient Protection and Affordable Care Act, or any applicable successor statute.
2. A Disabled Child: If a child reaches the age limits shown above, the child will continue to qualify as a family member if he or she is (i) covered under this plan, (ii) still financially dependent on the subscriber or spouse, (iii) incapable of self-sustaining employment due to a permanent and totally disabling physical or intellectual disability, and (iv) not married. A physician must certify this disability in writing. The insurance carrier or Claim Administrator must receive the certification within 31 days of the date the child otherwise becomes ineligible. When a period of two years has passed, the insurance carrier or Claim Administrator may request proof of continuing dependency and disability, but not more often than once each year. This exception will last until the child is no longer disabled or dependent on the subscriber or spouse for financial support. A child is considered financially dependent if he or she qualifies as a dependent for federal income tax purposes.
3. The child has been accepted by CSEBO and enrolled by the Claims Administrator as a Dependent, and has maintained membership under the terms of the Plan.

**E. Eligibility for Coverage**

Employee eligibility – employees become eligible for coverage on the date they meet the eligibility/enrollment requirements of the Member.

Family members are eligible to be covered:

- For all existing family members, on the date the employee is covered;
- For a new spouse and stepchild, if any, the date the spouse and stepchild, if any, become a family member(s) due to marriage;
- For a new domestic partner and his or her child, if any, the date the domestic partner and his or her child, if any, become a family member(s) due to the start of a domestic partnership;
- For an over age and disabled child, the date the child again becomes a family member; or
- The date a child becomes a family member due to birth or adoption.

**F. Eligibility Date**

The eligibility date is the date the employee first meets the eligibility/enrollment requirements of the Member.

**G. Underwriting – New Members**

All new Members will be underwritten.

**H. Plans – New Members**

All new Members must offer the same plans as participating Members; provided that, in the Board’s sole discretion, CSEBO may elect to accommodate different plan designs using existing vendors for a mutually agreed upon transition period.

**I. Retiree Participation**

Retirees may not participate in the pool without the participation of their active bargaining units.

**VIII. Employee Contributions**

Members may set employee Contributions at any level to achieve specific agency cost objectives. It is the Member’s responsibility to collect and remit the premium to CSEBO.

**IX. Year-End Accounting (Medical, Dental and Vision Programs)**

**A. Accounting Reconciliation**

The policy year accounting will reconcile total Contributions with total costs.

**B. Reserve Estimates**

At the end of each Plan Year, the consultant will develop an incurred but not reported (IBNR) Reserve estimate for the medical, dental and vision PPO plan. The IBNR Reserve estimate will be applied to the ending balance. This ending balance will then become the next Plan Year's beginning balance.

**C. Distinct Operation of Program and Plan Years**

Each Program and Plan Year of CSEBO shall operate separately from every other Program and Plan Year with regard to its assets and obligations. For the CSEBO medical, dental and vision Programs, those assets and obligations are pooled assets and obligations of the Members who participate in each distinct and separate Program and Plan Year.

**D. Distinct Accounting of Program and Plan Years**

All Contributions, obligations, expenditures and disbursements of CSEBO that can be separately and distinctly identified by Program and Plan Year shall be accounted for separately by each Program and each Plan Year.

**E. Obligations in Excess of Total Assets**

For CSEBO Programs, should the total obligations for a Plan Year of CSEBO exceed the total assets of that year, the Members participating in that Plan Year may be assessed a pro rata share of the additional Contribution required as determined by an actuary or consultant and approved by the Board. Additional Contributions are due and payable within 90 days from the date the Board approved said additional Contribution and shall be considered past due on the 91st day and a penalty assessed on the unpaid amount at the current investment rate of the County Treasurer, or as otherwise determined by the Board, commencing on the 91st day.

**F. Assets in Excess of Total Obligations**

Should the total assets of a Plan Year exceed the obligations of that year, that year's Members may, at the discretion of the Board, receive a pro rata share return of Contribution as determined and approved by the Board.

**G. Capital Target**

CSEBO's Capital Target, as established by the Board, for the self-funded Programs, must be met before any assets may be returned to the Members.

**X. Deficit Recoupment Methodology**

**A. Reasons for Deficit Recoupment**

There are several reasons for deficit recoupment, including, but not limited to, the following:

- Deficit recoupment ensures that CSEBO maintains a positive cash position. (Otherwise, the pool could be in a position in which it could not fund claims.)
- Deficit recoupment helps reduce or eliminate “deficit payback” for withdrawing Members.
- The deficit recoupment policy is consistent with other multi-district self-insured programs.
- Deficit recoupment ensures that Members are responsible for their own expenses on an ongoing basis.

CSEBO's plan balance determines if a deficit recoupment allowance will be included in next year's rates and the amount of such allowance. The deficit recoupment shall be based on the estimated cumulative plan balance as of the beginning of the Plan Year using financial data as of 6-months prior to the new Plan Year.

**B. Deficit Recovery**

Deficit recovery will be for a period of 12 months. Members can pay the deficit in a lump sum or spread the payment over a 12-month period.

**XI. CSEBO Administration Fee and Interest Earnings**

CSEBO administration fees will be established each year as approved by the Board for each plan. Each Member will be charged a fee by plan and this fee will be included in the plan rating.

**THIRD RESTATED BYLAWS  
OF  
CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ORGANIZATION**

**PREAMBLE**

The California Schools Employee Benefits Organization (“CSEBO”), formerly known as Coastal California Schools Employee Benefits Organization, is established for the purpose of administering the Establishing Agreement, providing medical, dental and vision benefits and the services related thereto as well as ancillary and related programs for employees and officers of the public educational agencies who are Members of CSEBO, establishing and maintaining a Fund or Funds for the purpose of paying the cost of insurance coverage, operating expenses, claims and service contracts, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding such insurance and benefits.

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, the terms used herein shall have the following meanings:

A. “Administrative Services Organization” shall mean any firm or firms engaged by the Board for the purpose of determining and paying for losses and related matters, or to provide other services related to the processing and payment of claims.

B. “Alternates” shall have the meaning set forth in Section V(B).

C. “Board” shall mean the governing board of CSEBO established by these Bylaws to direct and control CSEBO.

D. “Bylaws” shall mean these Third Restated Bylaws of California Schools Employee Benefits Organization.

E. “Contribution” shall mean money, including, but not limited to, deposits, premiums and special assessments, paid by a Member to CSEBO in return for the services, benefits and insurance provided by CSEBO.

F. “CSEBO” shall mean the California Schools Employee Benefits Organization created by the Establishing Agreement, formerly known as Coastal Schools Employee Benefits Organization.

G. “Establishing Agreement” shall mean that certain Coastal Schools Employee Benefits Organization Establishing Agreement to Operate and Maintain a Program for Medical, Dental and Vision Claims and Insurance dated January 29, 1991, which shall continue in effect as the Establishing Agreement for California Schools Employee Benefits Organization aka CSEBO, which name change was adopted by the Board effective October 1, 2019.

H. "Executive Director" is the chief administrator employed by the Board to operate and manage CSEBO and administer its Programs.

I. "Fiscal Year" for the purpose of CSEBO operations shall be July 1 through June 30 of the following year.

J. "Fund" is a sum of money set apart for each Program or other specific purpose as determined by the Board.

K. "Member" shall mean a Public Educational Agency that is a party to the Establishing Agreement and thus belongs to CSEBO.

L. "Obligations" shall have the meaning set forth in Section XII(C).

M. "Program" shall mean a distinct Fund and benefits program or Plan established by the Board and operated pursuant to Program or Plan documents for the Plan Year.

N. "Plan Year" shall mean the January 1 through December 31 calendar year for the benefit programs and plans of CSEBO unless otherwise defined in a plan document in which case the plan document shall be controlling.

O. "Public Educational Agency" shall mean a California school district, community college district, county board of education, county office of education or dependent charter school as permitted by Section 6528 of the Government Code.

P. "Reserves" shall mean that part of the Member's Contribution for each Program held by CSEBO to make future payments for claims that have been incurred but are unpaid.

Q. "Representative" shall have the meaning set forth in Section V(B).

## **ARTICLE II**

### **FUNCTIONS OF CSEBO**

A. **Provision of Benefits; Administration of CSEBO.** To provide for medical, dental, and vision benefits, as well as ancillary and related programs for the employees and officers of the Members and to perform or contract for the performance of the financial administration, policy formulation, claim service, legal representation, loss control, and other services of CSEBO as necessary, including, but not limited to, the provision and administration of additional forms of coverage, such as life insurance.

B. **Benefit Claims.** To process, or contract for the processing of, and pay claims filed by a Member, provided that such claims: (i) relate to an employee, officer, or eligible dependent of a Member; (ii) arise out of facts occurring while the Member is a Member of CSEBO; and (iii) relate to a coverage or Program in which the employee, officer, or eligible dependent is enrolled at the time the claim arises. Notwithstanding anything to the contrary in

the preceding, CSEBO shall not pay or process, or provide for the processing of, any claims on behalf of a Member which arise out of facts occurring before such Member selects the coverage or Program to which such claim relates, or for any new claims which arise after such Member terminates such coverage or Program to which such claim relates.

C. **Subrogation.** To pursue any Member's right of subrogation against a third party when, in the discretion of the Board, the same is appropriate. Any and all proceeds in excess of costs and liability resulting from the assertion of such subrogation rights shall accrue to the Member, but shall not exceed the amount of the Member's deductible plus direct costs. All other proceeds shall accrue to CSEBO.

D. **Contracts.** To enter into contracts.

E. **Property.** To acquire, hold, and dispose of property, real and personal, employ personnel and operate and maintain a system to handle the insurance programs, all for the purpose of providing Members with the necessary education, study, development, and implementation of insurance programs for medical, dental and/or vision benefits, as deemed necessary and appropriate by the Board.

F. **Debts.** To incur debts, liabilities and obligations necessary to accomplish the purposes of CSEBO.

G. **Gifts.** To receive gifts, contributions and donations of property, funds, services or other forms of assistance from persons, firms, corporations, associations and any governmental entity.

H. **Investment of Surplus Reserves.** To invest surplus Reserve monies as deemed appropriate by the Board.

I. **Litigation.** To sue and be sued in the name of CSEBO.

J. **Records.** To maintain accurate case records for all insurance and accurate records of all claims paid.

K. **General.** To perform such other functions as may be necessary or appropriate to carry out the Establishing Agreement, the provisions of these Bylaws, and to effectuate the policies and actions of the Board, so long as such other functions so performed are not prohibited by any provision of law and not otherwise inconsistent with the Establishing Agreement and these Bylaws.

### **ARTICLE III** **MEMBERSHIP**

A. **Process.** Any California Public Educational Agency may apply for membership in CSEBO, subject to the following conditions:

- 1) Execution of a copy of the Establishing Agreement together with a resolution formally adopted by the applicant Public Educational Agency's governing body;
- 2) Review of the Public Educational Agency's past insurance experience by the Board; and
- 3) A two-thirds (2/3) vote of approval by the Board.

The Board shall determine the effective date of membership.

B. **Successor**. Should any Member reorganize in accordance with state statutes, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Member may be substituted as a Member upon a two-thirds (2/3) vote of approval by the Board.

#### **ARTICLE IV** **WITHDRAWAL FROM OR TERMINATION OF** **MEMBERSHIP IN CSEBO OR PROGRAM**

A. **Withdrawal**. Any Member after having completed three (3) complete consecutive years as a Member of CSEBO may withdraw from its status as a Member and party to the Establishing Agreement, and any Member after having completed three (3) consecutive years in any Program may withdraw from that Program, with any and all withdrawals to be effective as of the end of the Plan Year, by notifying the Board and Executive Director in writing with an accompanying written resolution of the Member's Governing Board at least nine (9) months prior to the end of the Plan Year of such intent to withdraw, provided that, prior to the effective date of the withdrawal from the Establishing Agreement or Program at the end of the Plan Year, the Member shall pay all obligations due as of the effective date of the withdrawal, and also any post-withdrawal costs and obligations, if any, for the withdrawing member for that Program in accordance with the Program or Plan documents. Any Member who provides a notice of withdrawal may rescind such notice in writing to the Board and Executive Director by no later than six (6) months prior to the end of the Plan Year. A Member who does not timely rescind its notice of withdrawal will be considered to have withdrawn from the Program at the end of the Plan Year. Should that Member later desire to continue to participate in the Program for the following Plan Year, that Member must reapply for CSEBO membership pursuant to Article III, "Membership", which will require a new three (3)-year commitment without opportunity to withdraw.

B. **Establishment of Reserve Account Upon Withdrawal**. Upon the withdrawal of any Member, the Board shall establish a primary and secondary Reserve account for each Program in which the withdrawing Member participated. The primary Reserve accounts shall be used to settle all claims, together with related costs, pending against the withdrawing Member. The amount of funds in the primary Reserve accounts shall be determined by the Board. The purpose of the secondary Reserve accounts shall be to settle potential claims against the withdrawing Member that arose out of facts occurring while the withdrawing Member was a Member of CSEBO, but submitted after that Member withdrew as a Member and party to the Establishing Agreement from CSEBO. The amount of funds in the

secondary Reserve accounts shall be based upon projected future losses, as established by actuarial studies. Within three (3) years after the date of the Member's withdrawal, the Board shall evaluate whether all existing and foreseeable claims against the withdrawn Member have been settled, and determine whether the withdrawn Member is entitled to a dividend from the primary and secondary Reserve accounts. If the withdrawn Member is entitled to any dividend, then such dividend shall be paid in accordance with any policies and practices established by the Board.

C. **Continuing Liability of Withdrawn Member.** The withdrawing Member shall continue to be responsible for the amount of any costs, liabilities, assessments, or contingencies required because of liability for claims against the withdrawing Member which exceed the amount set aside in the Reserve accounts established pursuant to Section B of this Article.

D. **Involuntary Termination.** A Member may be involuntarily terminated from CSEBO or from any Program at any time upon the vote of two-thirds (2/3) of the Board, with such termination effective immediately or on such date as the Board may set in the Board's sole discretion. Involuntary termination from CSEBO shall have the effect of eliminating the party as a signatory of the Establishing Agreement and as a Member of CSEBO subject to the terminated Member's continuing obligations under any existing Program(s) in accordance with the Plan documents. Should a Member be involuntarily terminated from CSEBO or from any Program, Reserve accounts shall be established pursuant to Section B of this Article as though the Member were voluntarily withdrawing from the Program and the Member shall continue to be responsible for the amount of any costs, liabilities, assessments, or contingencies required because of medical, dental and/or vision claims against the Member which exceed the amount set aside in the Reserve accounts established pursuant to Section B of this Article as determined by the Board. Grounds for involuntary termination include, but are not limited to, the following:

1) Failure or refusal of a Member to abide by the Establishing Agreement or these Bylaws or an amendment thereto which has been adopted by the Board, or by the Members as provided in the Establishing Agreement or these Bylaws.

2) Failure or refusal to pay Contributions or assessments to CSEBO as provided in Article IX.

## **ARTICLE V** **BOARD**

A. **Board Establishment.** A Board is hereby established to direct and control CSEBO.

B. **Composition of the Board.** Each Member shall be entitled to appoint to the Board two (2) representatives (each a "Representative") and two (2) alternates (each an "Alternate") who shall be designated in writing. Each Representative and Alternate shall be an employee of the Member. Only the designated Representatives or designated Alternates may represent a Member, and each shall be invited to attend all meetings of the Board. The

designated Representatives and designated Alternates may invite members of their agency's staff or consultants to attend meetings of the Board in an advisory capacity only.

C. **Voting Rights.** Each Member shall have two (2) votes, which may be cast only by the designated Representatives who are in physical attendance or by the designated Alternate who is in physical attendance if a designated Representative is absent. Each designated Representative shall have the right to vote only on those issues before the Board which pertain in whole or in substantial part to a Program in which the represented Member is a participant as of the date of the vote. No proxy or absentee votes shall be permitted. Except as otherwise provided in these Bylaws, a vote of the majority of the Representatives at a meeting shall be sufficient to constitute action, provided that a quorum is present.

D. **Meetings of the Board.**

1) **Public Meetings.** Except as otherwise authorized by law, all meetings of the Board, whether regular, annual, special or adjourned, shall be open to the public and held in compliance with the Ralph M. Brown Act as set forth in Government Code Sections 54950, *et seq.*, as modified by subsequent legislation and by applicable sections of the Education Code, and by Executive Orders of the Governor or Public Health Agencies, and as augmented by rules of the Board not inconsistent therewith.

2) **Regular Meetings.** Regular meetings of the Board shall be held at such day, time and place as the Board may determine.

3) **Annual Meeting.** The Board shall hold an annual meeting at such day, time and place fixed by resolution of the Board for the purposes of electing officers, the installation of new Representatives to the Board, the approval of the budget, and the transaction of other business.

4) **Special Meetings.** Special meetings may be called by the President of the Board or by a majority of the members of the Board by delivering personally or by mail written notice to each member of the Board and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered personally or by mail and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice, except for emergency meetings held in compliance with Section 54956.5 of the Government Code. The call and notice for special meetings shall specify the time and place of the special meeting and the business to be transacted or discussed, and no other business shall be considered at such meetings. Written notices may be dispensed with in the case of a Board Member, who at or prior to the time of the special meeting, files a written waiver of notice with the Secretary. Likewise, written notices may also be dispensed with in the case of members who are actually present at the meeting when it convenes.

5) **Adjournment of Meetings.** The Board may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment, provided that the Board complies with the provisions of Section 54955 of the Government Code.

6) Posting of Agendas. The Board shall post agendas of all regular meetings including the annual meeting, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on such posted agendas, except as provided by Section 54954.2 of the Government Code.

7) Quorum. A quorum for the transaction of business by the Board shall consist of a majority of the active Members then in current status. For purposes of determining whether a quorum is present, a Member may be counted as present only if at least one of the Representatives of the Member is in physical attendance.

8) Minutes. The Board shall cause to be kept minutes of its meetings and shall promptly transmit to the Members true and correct copies of the minutes of such meetings.

E. Notices to CSEBO; Service of Process. The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the Board. The Board shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the county clerk.

F. Rules of Conduct. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as long as it is not inconsistent with or contrary to the laws of the State of California, these Bylaws, or the Establishing Agreement.

G. Board Compensation; Reimbursement. No one serving on the Board shall receive any salary or compensation from CSEBO. However, the Board may authorize reimbursement for expenses incurred by the Directors in connection with the duties as an officer or Board Member.

## **ARTICLE VI**

### **FUNCTIONS OF THE BOARD**

A. Powers of the Board. The Board shall manage and administer CSEBO, and shall have the authority to carry out all functions of CSEBO. It may employ an Executive Director and such other employees as the Board may deem necessary to administer the Programs and operation of CSEBO.

B. Business with and Cooperation by Members. The Board shall have the power and authority to receive, accept and utilize the services of personnel offered by any Member, or their Representatives or agents; to receive, accept and utilize property, real or personal, from any Member, or their agents or Representatives; and to receive, accept, expend and disburse funds by contract or otherwise, for purposes consistent with the provisions of the Establishing Agreement, which funds may be provided by any Member or their agents or Representatives.

C. **Annual Report.** The Board shall provide, or cause to be provided, each Member with an annual report of the financial condition of CSEBO.

D. **CSEBO Budget.** The Board shall annually, on or before June 30, adopt a budget showing each of the purposes for which CSEBO will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be transmitted to each of the participating Members.

E. **Trust Fund for Settlement of Claims.** The Board may establish a trust fund into which may be deposited a sum necessary for the settlement of claims for a thirty (30)-day period. One or more service companies or management firms contracted to administer the insurance programs may be authorized to issue checks drawn on such account in payment of such claims. A monthly accounting and bank reconciliation of all checks drawn on such account shall be obtained from such service company.

F. **Personnel Policies.** The Board shall develop personnel policies for employees of CSEBO, if any.

G. **Working Committees; Service Contracts.** The Board, or the President, may appoint and dissolve working committees from its active membership. Further, the Board may contract for services of others in keeping with the Establishing Agreement and these Bylaws.

H. **Contribution Rates; Premiums; Assessments.** The Board shall determine Contribution rates and premiums and the methods by which Contributions and premiums will be paid to CSEBO. The Board shall also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses as may occur. The Board shall determine the process for issuing any refunds and distributing any dividends, and the method of payment from CSEBO's funds.

I. **Accountability of Funds.** The Board shall ensure that a complete and accurate system of accounting of CSEBO funds shall be maintained at all times consistent with established auditing standards and accounting procedures, and in accordance with Section 6505 of the Government Code.

J. **Claim Processing.** The Board shall determine the manner in which medical, dental and vision claims, and related costs shall be processed in each Program. Such processing shall conform to all provisions of law now in effect or later enacted.

K. **Claim Records.** The Board shall maintain, or cause to be maintained, accurate case records for all risks insured against and accurate records of all claims paid.

**ARTICLE VII**  
**OFFICERS**

A. **Officers; Election.** The officers of CSEBO shall be elected by and from the Board. The principal officers shall be a President, Vice President, Secretary, Treasurer and Auditor/Controller and shall each serve a two (2)-year term of office. Any person elected or appointed as an officer may be removed at any time, with or without cause, and all vacancies however arising may be filled at any time by the affirmative vote of a majority of the Board.

B. **Bond Requirement.** The officers of CSEBO shall be custodians of the property of CSEBO. CSEBO shall furnish a Five Hundred Thousand Dollars (\$500,000) blanket faithful performance bond or other suitable risk protection as established by the Board, covering all officers and employees.

C. **President.** The President shall be the chief executive officer and shall have general supervision and direction of the business of CSEBO, shall see that all orders and resolutions of the Board are carried into effect, and shall be a member of all committees appointed by the Board. The President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

D. **Vice President.** The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

E. **Secretary.** The Secretary shall attend all meetings of the Board and ensure the recording of all votes and minutes of all proceedings in a book to be kept for that purpose; shall give, or cause to be given, notice of all meetings of the Board, when notice is required by these Bylaws or by law; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or the President. In the absence or disability of the President and Vice President, the Secretary shall be vested with all the powers and authorized to perform all the duties of the President and Vice President.

F. **Treasurer.** The Treasurer shall be the chief financial officer of CSEBO and shall direct the duties described in Section 6505.5 of the Government Code, as follows:

1) Receive and issue receipts for all money received by CSEBO and place it in the County Treasury to the credit of CSEBO.

2) Be responsible for the safekeeping and disbursement of all money of CSEBO held by the Treasurer.

3) Pay, when due, out of money of CSEBO so held by the Treasurer, all sums payable by CSEBO on checks issued by the Ventura County Office of Education.

4) Verify and report in writing on the first day of July, October, January and April of each year to the Board and to the Members the amount of money held by the Treasurer for CSEBO, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

5) The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or the President.

The Treasurer shall also serve as the Auditor/Controller of CSEBO. The Auditor/Controller shall be a member of the Board and shall be responsible for such duties and functions as are prescribed by Section 6505.5 of the Government Code, as well as any other duties as may be specified by the Board or the President. In the absence or disability of the President, Vice President, and Secretary, the Treasurer shall be vested with all the powers and authorized to perform all the duties of the President, Vice President, and Secretary.

## **ARTICLE VIII** **SUB-COMMITTEES**

A. **Authority to Establish.** As needed, the Board, or the President, will establish sub-committees that will serve under the direction of the Board as appropriate.

B. **Membership.** Membership of the sub-committees may include Representatives of Members.

## **ARTICLE IX** **FINANCE**

A. **Fiscal Year.** CSEBO shall operate on a fiscal year from July 1 to June 30.

B. **Member Contributions.** During the times established by the Board for each Plan Year, each Member shall pay to CSEBO all requisite annual Contributions.

C. **Program Fund and Records.** A separate fund and system of records shall be kept for each Program administered by CSEBO, which shall operate under a Fiscal Year.

D. **Crediting of Contributions; Payment of Claims.** All Contributions shall be credited to the proper fund of CSEBO and all claims shall be paid from the appropriate Program.

E. **Restriction on Use of Program Funds.** No claim or obligation shall be paid from one Program to meet the obligation of another Program.

F. **Assessments.** Should the total obligation against all the Members exceed in any year the total annual Contributions paid by all Members for that year for any Program, the Members of the Program shall be assessed by the Board an additional amount based upon the percentage of annual Contributions paid by each Member relative to the total annual premiums paid by all Members for that year for a particular Program. This assessment authority shall also

extend to include Members which withdrew from CSEBO but remained participants in Programs for the remainder of the Plan Year.

G. **Authorization of Expenditures and Disbursements.** All expenditures and disbursements of monies from each Fund shall be authorized in accordance with rules and procedures established by the Board.

## **ARTICLE X** **ACCOUNTS AND RECORDS**

A. **Designated Depository.** The Treasurer of Ventura County is the designated depository of CSEBO.

B. **Accountability.** CSEBO is strictly accountable for all monies received and dispersed by it and, to that end, CSEBO shall establish and maintain such Funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of CSEBO.

C. **Inspection of Books and Records by Members.** The books and records of CSEBO in the hands of the Treasurer shall be open to inspection at all reasonable times by Representatives of the Members.

D. **Report of Financial Activities.** As soon as practical after the close of each fiscal year, a complete written report of all financial activities for such fiscal year for each Fund shall be given to each member of the Board.

E. **Audit Requirement.** The Board shall contract with a certified public accountant for an annual audit of the accounts, records and financial affairs of CSEBO. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 25909 and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Members, and also with the Auditor-Controller of Ventura County. Such report shall be filed within twelve (12) months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making the audit(s) provided for herein, shall be borne by CSEBO and shall be a charge against any unencumbered funds of CSEBO available for that purpose.

F. **Issuance of Warrants.** The Ventura County Office of Education shall draw warrants to pay demands against CSEBO when such demands have been duly approved in accordance with rules and procedures established by the Board.

G. **Annual Actuarial Studies.** On an annual basis, the Executive Director or the Executive Director's designee shall cause a qualified actuary to conduct an actuarial study of each Member's Contribution rates, premiums and assessments for each Program. The actuary shall be "qualified" if the actuary is independent, with no financial interest in any entity that is

the subject of the study; has a minimum of seven (7) years' experience making actuarial projections; has a designation of Fellow of the Casualty Actuarial Society, or is a member of the American Academy of Actuaries, the Society of Actuaries, or the American Society of Pension Professionals and Actuaries who is qualified to sign a statement of actuarial opinion on loss reserves; owns or is employed by an actuarial firm with a minimum of One Million Dollars (\$1,000,000) professional liability and errors and omissions insurance coverage; and meets any other reasonable requirements or qualifications established by the Executive Director or the Executive Director's designee. The actuarial study shall be conducted in accordance with the Actuarial Standards of Practice, or similar guidelines pertinent to governmental agencies. The actuarial study, inclusive of a summary, the complete report and all supporting documentation, shall be presented and made available in written form to the Board.

H. **Annual Financial Audit.** On an annual basis, the Executive Director or the Executive Director's designee shall cause a qualified certified public accountant to conduct a financial audit of each Member's Contribution rates, premiums and assessments for each Program. The accountant shall be "qualified" if the accountant is independent, with no financial interest in any entity that is the subject of the study; has a minimum of seven (7) years' experience conducting audits, including review of financial records, accounts, transactions and practices; is in good standing with the California Board of Accountancy and qualified and authorized to conduct the requisite financial audit as evidenced by a peer review within the last three (3) years; owns or is employed by an accounting firm with a minimum of One Million Dollars (\$1,000,000) professional liability and errors and omissions insurance coverage; and meets any other reasonable requirements or qualifications established by the Executive Director or the Executive Director's designee. The financial audit shall be conducted in accordance with the Generally Accepted Government Auditing Standards (commonly referred to as the Yellow Book) or similar guidelines applicable to governmental agencies. The audit, inclusive of a summary, the complete report and all supporting documentation, shall be presented and made available in written form to the Board.

## **ARTICLE XI** **LIMITATION ON COVERAGE**

Except as expressly agreed to by an individual Member and the Board, CSEBO's payment and handling of claims against Members shall only be for claims or insurable risks and programs arising from an occurrence during the period of membership in CSEBO, and only for those programs adopted by CSEBO and the Member. Further, except as otherwise agreed to, CSEBO shall not pay for or handle any claim arising from an occurrence before membership or after termination of membership in CSEBO. The foregoing limitation on coverage may be modified by applicable provisions of insurance programs and policies purchased by CSEBO.

## **ARTICLE XII** **DISPOSITION OF PROPERTY AND FUNDS**

A. **Distribution of Property.** In the event of the dissolution of CSEBO, the complete rescission, or other final termination of the Establishing Agreement by all Members, any property interest or surplus monies remaining in CSEBO following a discharge of all

Obligations, shall be disposed as the Board shall then determine, with the objective of returning to each Member or other agency which is then or was theretofore a party, a proportionate return on the Contributions made by such parties, which shall be determined by the Board.

B. **Limitation on Distributions to Withdrawn Members.** In the event a Member withdraws from the Establishing Agreement, no refund or repayment of any kind shall be given to the withdrawn Member except as provided for in Section IV(B).

C. **Obligations.** "Obligations", as referred to herein, shall include, but not be limited to, all payments required by law, together with all Reserves which have been established for the purpose of paying claims and related costs, together with any other legal obligations incurred by CSEBO pursuant to the Establishing Agreement or these Bylaws.

D. **Value of Property.** The current fair value of CSEBO properties shall be determined by the Board. If a Member disagrees with the current fair market value of CSEBO properties as determined by the Board, the current fair value of said properties shall be determined by an independent appraiser selected by the Board.

### **ARTICLE XIII** **INVESTMENT OF SURPLUS FUNDS**

A. **Investment.** The Board shall have the power to invest, or cause to be invested, in compliance with Government Code Section 6509.5 such reserve surplus monies as are not necessary for the immediate operations of CSEBO and its Programs in such securities as allowed by Government Code Section 53601.

B. **Reserves.** The level of cash to be retained for the actual operation of CSEBO and its Programs shall be determined by the Board.

### **ARTICLE XIV** **AMENDMENT**

A. **Proposal.** Amendment to these Bylaws may be proposed by any designated Representative of a Member. A copy of the proposed amendment shall be forwarded to the Board, which shall notify each Member of the proposed amendment.

B. **Approval; Binding Effect.** All amendments to these Bylaws must be approved by a two-thirds (2/3) vote of the Board before the amendment shall become effective. Such amendments shall be binding upon all Members. The effective date of any amendment will be on July 1 following adoption, unless otherwise stated.

### **ARTICLE XV** **SEVERABILITY**

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be

otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ORGANIZATION ("CSEBO"); and

2. That the foregoing Bylaws, comprising fourteen (14) pages, constitute the Bylaws of CSEBO, as duly approved by the Board of Directors of CSEBO at a meeting duly held on October 28, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9 day of December, 2021.

  
\_\_\_\_\_  
Todd McWherter, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ORGANIZATION  
RESTATING ITS BYLAWS**

**RESOLUTION NO. 22-1**

*WHEREAS*, the Coastal Schools Employee Benefits Organization (“CSEBO”) is a joint powers agency formed pursuant to Government Code Sections 6500, *et seq.*, and that certain Coastal Schools Employee Benefits Organization Establishing Agreement to Operate and Maintain a Program for Medical, Dental and Vision Claims and Insurance, dated January 1, 1991 and made effective March 1, 1991; and

*WHEREAS*, CSEBO adopted those certain bylaws, which serve as the primary governing document of the agency, which Bylaws were restated (the “First Restated Bylaws”), as approved by CSEBO’s Board of Directors (“Board”) on October 28, 2010; and

*WHEREAS*, CSEBO subsequently amended the First Restated Bylaws pursuant to an unnumbered resolution, which was adopted by the Board on September 25, 2012 (amending Paragraph K of Article I, defining “public educational agency”; Paragraph A of Article IV regarding withdrawal from or termination of membership; and adding Article VIII(A) entitled “Underwriting and Finance Committee”); and pursuant to Resolution No. 13-2, which was adopted by the Board on May 23, 2013 (amending Paragraph A of Article VIII to reduce the total number of Executive Committee members from seven (7) to five (5)); and

*WHEREAS*, it was later determined that it is necessary to further amend the First Restated Bylaws to abolish the Underwriting and Finance Committee, which was established per the September 25, 2012 amendment; abolish the Executive Committee; and reflect changes in CSEBO’s operating practices, and the Board directed CSEBO administration and staff to collaborate with legal counsel in a restatement of the First Restated Bylaws, which restatement is entitled Second Restated Bylaws of Coastal Schools Employee Benefits Organization (the “Second Restated Bylaws), and submitted to the Board and approved May 25, 2017 effective July 1, 2017; and

*WHEREAS* the Executive Committee and Board have determined that a further restatement of the Bylaws is needed to reflect additional changes to the Bylaws, including as to the name of the organization, provisions relating to fiscal year, plan year, withdrawal notices and related terms, and additional changes in the best interests of CSEBO, and directed legal counsel to provide those for review and approval, which have been received and reviewed by the Executive Committee and recommended for Board approval.

NOW, THEREFORE, BE IT RESOLVED upon motion duly made and seconded, as follows:

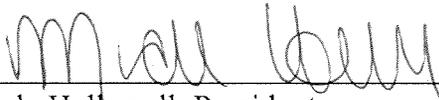
1. The foregoing recitals are true and correct.

2. The revisions incorporated in the proposed Third Restated Bylaws, and, as applicable, findings related to the revisions, specifically the Name, Preamble, Recitals D, F, G, and I through Q, inclusive, Article II Sections A and K, Article IV Sections A, B, C and D, Article V Section D, and Article IX Sections B, C and F as shown on the redline as appended to this Resolution, are approved by the Board as stated and as reasonably necessary for CSEBO.

3. After due consideration, the Board hereby approves the Third Restated Bylaws in their entirety. The Third Restated Bylaws shall be the operative bylaws of CSEBO, effective on execution of this Resolution.

PASSED AND ADOPTED by a two-thirds (2/3) vote of the CSEBO Board of Directors, County of Ventura, State of California, this 28<sup>th</sup> day of October 2021, at a regularly-held meeting, as follows:

AYES:  
NOES:  
ABSENT:  
ABSTENTION:

  
\_\_\_\_\_  
Michele Hellewell, President  
California Schools Employee Benefits  
Organization

ATTEST:  
  
\_\_\_\_\_  
Todd McWherter, Secretary  
California Schools Employee Benefits Organization

**COASTAL SCHOOLS EMPLOYEE BENEFITS ORGANIZATION**

**ESTABLISHING AGREEMENT**

TO OPERATE AND MAINTAIN A PROGRAM

FOR

MEDICAL, DENTAL AND VISION CLAIMS AND INSURANCE

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (sections 6500 et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies of Ventura County signatory hereto, for the purpose of operating an agency to be known and designated as Coastal Schools Employee Benefits Organization hereinafter designated "CSEBO."

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best interest of said parties to join together to establish this Risk Pooling Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (commencing with Section 6500) of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for an insurance program for medical, dental, and/or vision claims and benefits for their employees and officers for their mutual advantage and concern as provided for in Government Code section 53205.3; and

WHEREAS, the signatories hereto are also signatories to a joint powers agreement establishing the Ventura County Schools Self-Funding Authority ("VCSSFA"); and

WHEREAS, all of the members of the VCSSFA have entered into that certain agreement, attached hereto as Exhibit A and thereby incorporated herein by reference, pursuant to which the insurance programs for medical, dental, and/or vision benefits are being assigned and delegated to CSEBO with respect only to the signatories hereto;

NOW, THEREFORE, for, and in consideration of, the mutual advantages to be derived therefrom, and in consideration of the execution of this Agreement by other public educational agencies, each of the parties hereto does agree as follows:

1. CREATION OF THE RISK POOL

A Risk Pool, an entity separate and apart from the public educational agencies signatory hereto, and separate and apart from VCSSFA, shall be and is hereby created and shall hereafter be designated as the Coastal Schools Employee Benefits Organization, hereinafter referred to as "CSEBO."

2. PURPOSE OF "CSEBO"

"CSEBO" is established for the purposes of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the acquisition of a single policy or policies of insurance and/or service contracts for medical, dental, and/or vision claims and benefits for employees and officers of the public educational agencies who are members thereof; to provide for the establishment and maintenance of a fund or funds for the purpose of paying the

cost of insurance coverage, operating expenses, claims and service contract; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding the insurance program as more specifically provided for in the Bylaws.

3. POWERS OF "CSEBO"

"CSEBO" shall have the power and authority to exercise any power common to the public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. The powers of CSEBO shall include all powers permitted by law, including but not limited to the powers set forth in section 6508 of the California Government Code, and shall also include the power to sue and be sued in its own name. Pursuant to section 6509 of the California Government Code, the exercise of the aforesaid powers of "CSEBO" shall be subject to the same restrictions in exercising its powers as is a public school district except as otherwise provided in this Agreement.

4. TERM OF THE AGREEMENT

This Agreement shall become effective on March 1, 1991, except as provided in Paragraph 5. This Agreement continues in effect until lawfully terminated as provided herein and in the Bylaws.

If those public educational agencies who have executed the Agreement by March 1, 1991 do not collectively have a sufficient number of employees such that there are at least 500 lives covered by each of the three benefit programs, specifically medical, dental, and/or vision, then this Agreement shall not be effective unless those public educational agencies mutually agree in writing that this Agreement will be effective notwithstanding this provision. In the event that this Agreement is not effective, each such public educational agency shall

have the option of continuing as a member of the VCSSFA, if it was a member prior to execution of the Agreement, or to take such other action as it may deem necessary with regard to providing medical, dental, and/or vision benefits to its employees. No member may be required to participate in a specific benefit program operated by CSEBO for which there are fewer than 500 collective lives among those members choosing to participate in that program.

5. ASSUMPTION OF RESPONSIBILITY

"CSEBO" shall assume obligations, assets, claims, and responsibilities of the medical, dental, and vision programs of VCSSFA on the date this Agreement becomes effective, as set forth in and subject to the terms and conditions of the agreement executed by the members of VCSSFA, attached hereto as Exhibit A and incorporated herein by reference. This Agreement and the establishment of the Risk Pool shall not be effective until Exhibit A is lawfully executed by each agency which is a member of VCSSFA as of the date of execution of this Agreement by the signatories hereto. It is understood by the parties hereto that the establishment of CSEBO is expressly contingent upon the lawful transfer, assignment, and delegation of such rights, duties, obligations, assets, and liabilities of VCSSFA, as are reasonably necessary for CSEBO to exercise the powers hereunder. Such transfer, assignment, and delegation are subject to the terms and conditions of Exhibit A, and of such other agreements as may be executed by the members of VCSSFA and/or the signatories hereto.

## 6. BYLAWS

CSEBO shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "B" as they may be amended from time to time. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws, as they may be amended from time to time; and further agrees that CSEBO shall be operated pursuant to this Agreement and said Bylaws. The Bylaws shall provide for strict accountability of all funds and the report of all receipts and disbursements; shall provide for designation of the public office or officers or person or persons who have charge of, handle, or have access to any property of CSEBO; and shall require them to file an official bond in an amount fixed by the Board of Directors. The Bylaws shall specify the depository and custodian of all money of CSEBO, from whatever source, and shall designate the auditor, pursuant to applicable law. Nothing in this Agreement or the Bylaws shall be interpreted to authorize the Board of Directors to implement substantial and material changes in Programs, or substantial and material changes in formulae and/or policies for monetary distributions or assessments, or for allocation of costs or interest among members, after January 1 for the fiscal year beginning the following July 1. The phrase "substantial and material" means a change which the Board knows, prior to making the change, by reason of written notification by a member, will cause the member to seriously consider withdrawing from CSEBO or a Program operated by CSEBO.

7. MEMBERSHIP

Each party to this Agreement must be eligible for membership in "CSEBO," as defined by the Bylaws, and shall become a member of "CSEBO" on the effective date of this Agreement, except as provided hereinbelow. Each party which becomes a member of "CSEBO" shall be entitled to the rights and privileges of, and shall be subject to the obligations of membership as provided in this Agreement and in the Bylaws. Each member will send two (2) representatives to the "CSEBO" Board of Directors. Each representative must be a current employee or a member of the governing board of the member and each representative will have a separate and equal vote on the "CSEBO" Board of Directors.

8. WITHDRAWAL

Any party may voluntarily withdraw from membership or be involuntarily terminated as provided in the Bylaws.

9. TERMINATION OF AGREEMENT

Should all parties to this Agreement terminate their membership or be removed from membership in "CSEBO," this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of "CSEBO."

10. DISPOSITION OF PROPERTY AND FUNDS

In the event of the dissolution of "CSEBO," the complete rescission or other final termination of this Agreement by all public educational agencies then a party hereto, any property interest or surplus monies remaining in "CSEBO" following a discharge of all obligations shall be disposed of as provided for in the Bylaws.

11. AMENDMENTS

This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that one-hundred (100) percent of the parties to this Agreement agree in writing to an amendment.

12. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

13. LIABILITY AND INDEMNIFICATION

a) Pursuant to the provisions of section 895 et seq. of the California Government code, each member hereto agrees to defend, indemnify and hold harmless each other member from any liability, claim, or judgement for injury or damages caused by a negligent or wrongful act or omission of an agent, officer, and/or employee of the indemnifying member which occurs or arises out of performance of this Agreement.

b) "CSEBO" may insure itself, to the extent deemed necessary by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

c) The debts, liabilities and obligations of "CSEBO" do not constitute the debts, liabilities, and/or obligations of any member.

14. ENFORCEMENT

"CSEBO" is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by "CSEBO" and judgement is recovered against

and/or to arrange for alternative benefit programs, in the event that any of the conditions and requirements for formation of CSEBO and/or establishment of CSEBO benefit programs, as set forth in the Establishing Agreement, and Exhibits A and B thereto, are not met by the applicable dates.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1991, at \_\_\_\_\_, California.

\_\_\_\_ AYES

\_\_\_\_ NAYS

\_\_\_\_ ABSENT

ATTEST: \_\_\_\_\_

DISTRICT

---

RESOLUTION APPROVING  
AND AUTHORIZING EXECUTION OF  
CSEBO ESTABLISHING AGREEMENT  
AND RELATED DOCUMENTS AND ACTIONS

---

WHEREAS certain public education agencies are establishing an entity to be known as the Coastal Schools Employee Benefits Organization (hereinafter, "CSEBO"); and

WHEREAS, the formation of this entity is to the mutual benefit of those agencies becoming members thereof, for purposes of establishing medical, dental, vision and other benefit programs for the employees of the members; and

WHEREAS Title 1, Division 7, Chapter 5, Article 1, of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS the District has determined that it is in the best interest of the District and its employees to become a member of CSEBO, subject to the terms and conditions of the CSEBO Establishing Agreement, and Exhibits A and B thereto;

NOW THEREFORE BE IT RESOLVED that the District approves membership in CSEBO for purposes of establishing medical, dental, and vision, and/or other benefit programs for the District's employees, effective October 1, 1991, subject to the following conditions and directives:

1. The Superintendent or his/her designee is directed to execute such documents, give such notices, and take such other action as may be required for the District to become a member of CSEBO for medical, dental, vision, and/or other employee benefit programs, effective October 1, 1991; this includes but is not limited to the Establishing Agreement and Exhibit A thereto, attached to this Resolution and thereby incorporated herein;
2. The Superintendent or his/her designee is directed to execute such documents, give such notices, and take such other action as may be required to cease participation in medical, dental, and/or vision programs operated on behalf of the District by the Ventura County Schools Self-Funding Authority (hereinafter "VCSSFA"), effective October 1, 1991;
3. The Superintendent or his/her designee is directed to take such action as may become necessary or appropriate to rescind membership in CSEBO, to restore participation in VCSSFA benefit programs,

a member, the member shall pay all costs incurred by "CSEBO," including reasonable attorney's fees as fixed by the court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow:

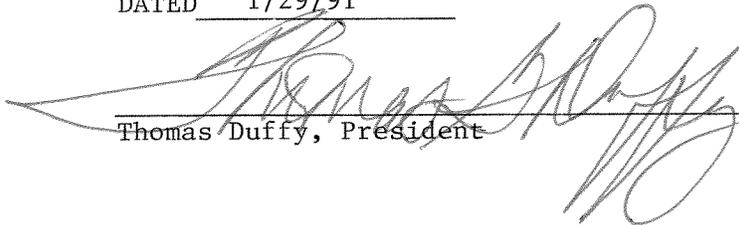
AYES 22

NAES -0-

ABSTENTIONS -0-

ABSENT -0-

DATED 1/29/91

  
\_\_\_\_\_  
Thomas Duffy, President

*COASTAL SCHOOLS EMPLOYEE BENEFITS ORGANIZATION*

**EXHIBIT A**

**TO CSEBO ESTABLISHING AGREEMENT**

**AGREEMENT AMONG VCSSFA MEMBERS FOR TRANSFER TO CSEBO**

This Agreement is entered into by and between the members of the Ventura County Schools Self-Funding Authority (hereinafter, "VCSSFA"), on the following terms and conditions:

1. The parties hereto understand and agree that the intent of this Agreement is to allow members of VCSSFA to form a separate joint powers entity for purposes of providing medical, dental, vision, and/or other employee benefits to the members thereof; to provide for the assignment and delegation of assets, duties, obligations, and powers as a consequence of said formation; to provide that the VCSSFA shall no longer be responsible for such benefits for members of VCSSFA who join the separate entity; to provide that VCSSFA has the right to discontinue all of its medical, dental, and/or vision benefit programs if the Board of Directors deems that appropriate in light of the formation of the separate entity; and to authorize and direct the Board of Directors to take action necessary to implement the foregoing. Nothing in this Agreement shall be interpreted to require any member of VCSSFA to join CSEBO. All of the terms and conditions of this Agreement shall be interpreted in furtherance of these expressions of intent.

2. This Agreement shall be effective on February 28, 1991. However, in no event shall this Agreement be effective unless duly executed by all members of VCSSFA by no later than February 28, 1991.

3. The members of VCSSFA hereby consent and agree to the transfer, assignment, and delegation of all rights, duties, obligations, assets and liabilities of VCSSFA, effective on October 1, 1991, subject to the terms of this Agreement, to the Coastal Schools Employee Benefits Organization (hereinafter, "CSEBO"), which are reasonably necessary for CSEBO to provide medical, dental, and/or vision benefit programs for those members of VCSSFA who choose to become members of CSEBO. The Board of Directors of VCSSFA shall take such action as may be necessary or convenient to interpret and implement this provision, consistent with the provisions of this Agreement and the VCSSFA Joint Powers Agreement and Bylaws. This transfer, assignment, and delegation shall be operative only if the members of CSEBO accept without qualification this transfer, assignment, and delegation.

4. The parties hereto understand and agree that CSEBO intends to provide full medical, dental, and/or vision benefit programs to its members as of October 1, 1991. Effective on that date, VCSSFA shall not be responsible for any insurable risk or program or for any claim arising on or after that date, with respect to any member of CSEBO, for any medical, dental, vision and/or other employee benefit program for any employee thereof. Effective on that date, no member of CSEBO shall be permitted to participate in any medical, dental, vision and/or other employee benefit program provided by VCSSFA, without the express written agreement of the Board of Directors of VCSSFA.

5. Effective October 1, 1991, CSEBO and its members shall indemnify and hold VCSSFA harmless from any and all claims, damages, demands, or other liability, for medical, dental, vision and/or other employee benefits arising on or after that date with respect to any employee of any of the members of CSEBO, including costs and attorneys fees.

6. In the event that, by May 1, 1991, CSEBO has not been established or has been established but has not taken formal action to begin medical, dental, and/or vision benefit programs effective on October 1, 1991, this Agreement shall automatically be null and void as to the program or programs not begun, without further action or notice. In that event, any member of VCSSFA may choose to return as a participant in the medical, dental, and/or vision benefit programs of VCSSFA, to the same extent as they participated in those programs prior to the effective date of this Agreement, if those programs are still available, by giving written notice to the Board of Directors of VCSSFA by May 1, 1991. Nothing in this Agreement shall be construed to require the VCSSFA to maintain medical, dental and/or vision benefit programs for any member of VCSSFA or to prevent modification of any such program.

7. The Board of Directors of VCSSFA shall determine the reasonable value, including depreciation, of the fixed assets of VCSSFA which have been used to operate the medical, dental, and/or vision benefit programs of VCSSFA. All such assets shall remain the property of VCSSFA, but VCSSFA shall pay to CSEBO the reasonable value thereof, prorated based upon which members of VCSSFA become members of CSEBO, and based upon the proportion of usage of such assets for medical, dental, and/or vision benefit programs, using a formula determined by the Board of Directors.

8. CSEBO and the Board of Directors of VCSSFA shall enter into an agreement whereby CSEBO, at its expense, shall be provided administrative services and the use of fixed assets by VCSSFA as necessary for CSEBO to operate its medical, dental, and/or vision benefit programs.

9. For purposes of the VCSSFA Joint Powers Authority and Bylaws, the members of CSEBO who are members of the VCSSFA shall be considered to have

withdrawn their memberships from the VCSSFA for purposes of medical, dental, and/or vision benefit programs only. The Board of Directors shall establish such reserve accounts and distribute or collect such excess reserves or assessments to or from the members of CSEBO as are authorized and required by applicable provisions of the VCSSFA Joint Powers Agreement and Bylaws concerning voluntary withdrawal of membership.

10. As a result of the formation of CSEBO, the Board of Directors of VCSSFA may decide to discontinue or modify any or all medical, dental, and/or vision benefit programs operated by VCSSFA. If the Board so decides, it shall provide written notice to all members of VCSSFA by no later than May 15, 1991. The Board shall take such action as may be necessary or convenient to implement such discontinuation or modification of programs, consistent with the VCSSFA Joint Powers Agreement and Bylaws. However, any member may withdraw from any such modified or discontinued Program effective October 1, 1991, by giving written notice to the Board of Directors by no later than June 1, 1991. Such withdrawal shall be processed as provided in the Bylaws.

11. The Board of Directors of VCSSFA is authorized to take such other action as it may deem necessary or convenient to carry out the purposes and intent of this Agreement, consistent with the provisions of this Agreement and the VCSSFA Joint Powers Agreement and Bylaws. All such actions shall be in accordance with applicable law.

12. This Agreement may be amended by written agreement signed by all parties to this Agreement, provided that one-hundred percent (100%) of the parties to this Agreement agree in writing to the amendment.

13. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (Aguilera-Fort)**

---

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

- March 15, 2023 Regular Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Minutes March 15 2023 Regular Board Meeting \(10 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Dr. Anabolena DeGenna**  
Associate Superintendent,  
Educational Services  
**Valerie Mitchell, MPPA**  
Assistant Superintendent, Business  
& Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent, Human  
Resources

## MINUTES REGULAR BOARD MEETING Wednesday, March 15, 2023

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

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

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

Syuli Pimentel, 6th grade student in Ms. Stetler's class at Curren School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Micaela Corona, 8th grade student in Ms. Jacks's class at Curren School, read the district's Vision and Mission Statement in English and Spanish.

### **A.4. Presentation by Curren School**

Pablo Ordaz, Principal, provided a presentation about Curren School.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #22-152 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

### **A.6. Recognition of Oxnard School District Spelling Bee Winners (Aguilera-Fort)**

The Board of Trustees recognized the winners of the Oxnard School District Spelling Bee, held at Soria School on Monday, February 27, 2023.

- Sophia Hori, 1st Place - McAuliffe School
- Alexis Avila, 2nd Place - Frank School

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

There were no speakers.

---

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

#### **A.8. Closed Session**

The Board convened to closed session at 5:27 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
  
2. Pursuant to Section 54956.8 of the Government Code:  
Conference with Real Property Negotiators: Property:  
Parcel Number 216-0-236-065  
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services  
Negotiating parties: Callens Industrial Investments  
Under negotiation: Price and Terms
  
3. 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
  
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:  
Consider the Request to Expel Student:
  - Case No. 22-02 (Action Item)
  
5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
    - Principals

#### **A.9. Reconvene to Open Session (7:00 PM)**

The Board reconvened to open session at 7:14 p.m.

*Trustee Jarely Lopez left the meeting at this time.*

#### **A.10. Report Out of Closed Session**

President Robles-Solis reported on the following action taken in closed session:

---

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

Motion #22-153 Approval of Request to Expel Student - Case No. 22-02

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**A.11. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (Aguilera-Fort)**

The Board of Trustees recognized the winners of the Alpha Kappa Alpha African American Speech Exposition held at Marshall School on Saturday, February 25, 2023.

- Third Place - Emma Rios, Lemonwood School, Grade 5 (*George Washington Carver*)
- Second Place - Ashley Martinez, Harrington School, Grade 5 (*Biddy Mason*)
- First Place - Zoe Covarrubias, Frank School, Grade 6 (*Rosetta Tharpe*)

**A.12. Presentation on 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)**

Ms. Rita Galvan, Director, Transportation Services, presented the 2022-23 Oxnard School District Transportation Plan.

**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 presented.

Motion #22-154 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**C.1. Enrollment Report (Mitchell)**

As presented.

**C.2. Approval of Committed Fund Balance Resolution #22-26 (Mitchell/Crandall Plasencia)**

As presented.

**C.3. Purchase Order/Draft Payment Report #22-07 (Mitchell /Franz)**

As presented.

**C.4. Adoption of 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)**

As presented.

**C.5. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)**

For Dr. Karling Aguilera-Fort to attend the Education Week Leadership Symposium in Washington, DC, May 10-12, 2023, in the amount not to exceed \$4,500.00, to be paid out of Supplemental Concentration Grant Funds.

**C.6. Acceptance of Gifts (Aguilera-Fort)**

As presented.

**C.7. Ratification of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and the Addendum to Standard Offer, Agreement and Escrow Instructions for the Property Located at 3050 Camino Del Sol, Oxnard, CA 93030 (Aguilera-Fort/Mitchell)**

For the purchase of the warehouse and real property located at 3050 Camino Del Sol, Oxnard, CA 93030 (the “Property”), in the amount of \$4.2 Million plus related incidental costs, to be paid out of Expanded Learning Opportunity Grant Funds.

**C.8. Establishment of Positions (Torres/Lin)**

As presented.

**C.10. Rejection of Liability Claim: GHC0049531 (Torres/Magaña)**

As presented.

**Section C: APPROVAL OF AGREEMENTS**

**C.11. Approval of Agreement #22-219 – Ballet Nepantla (DeGenna/Shea)**

To provide 2 performances of Valentina and post show Q&A; master class with students and families in the Oxnard School District, April 11 & 12, 2023, in the amount not to exceed \$10,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

**C.12. Approval of Agreement #22-220 – Sterling Venue Ventures (DeGenna/Shea)**

---

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

For rental fees for the use of the Oxnard Performing Arts Center Theater for a performance presented by Ballet Nepantla to Oxnard School District students, April 11 & 12, 2023, in the amount not to exceed \$13,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

**C.13. Approval of Agreement #22-221 – Tutorific LLC (DeGenna/Ruvalcaba)**

To provide tutoring services for 5th and 8th grade students currently enrolled in the newcomer academy to improve their English language skills, March 16, 2023 through June 15, 2023, in the amount not to exceed \$96,890.60, to be paid out of Title III Funds.

**C.14. Approval of Agreement #22-222 – Sade Champagne Music (DeGenna/De Los Santos)**

To present assemblies using musical artistry and inspirational messages to all female students at Fremont Academy, March 16, 2023 through June 16, 2023, in the amount not to exceed \$700.00, to be paid out of LCAP Funds.

**C.15. Approval of Agreement #22-223 – Regents of the University of California (DeGenna/Shea)**

To provide the Oxnard School District with Young Writers Academy writing experiences geared at developing a community of writers and, to provide professional learning opportunities for teachers, March 27, 2023 through April 6, 2023, in the amount not to exceed \$28,788.00, to be paid out of Expanded Learning Opportunity Grant funds.

**C.16. Approval of Agreement #23-01 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

To provide Orientation and Mobility Specialist Services to the Special Education Services Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$3,439.12, to be paid out of Special Education Funds.

**C.17. Approval of Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

To provide Physical Therapy Specialist Services to the Special Education Services Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$28,366.49, to be paid out of Special Education Funds.

**C.18. Approval of Letter of Intent to Award Agreement #23-03 with Crown Castle Fiber for Wide Area Network Digital Transmission Services E-Rate 2023-2026 (Aguilera-Fort/Garibay)**

To provide Wide Area Network Digital Transmission Services for the district, July 1, 2023 through June 30, 2026, in the amount of \$364,800.00 per year, to be paid out of E-Rate (\$328,320.00) and General (\$36,480.00) Funds.

**C.19. Approval of Letter of Intent and Award of Agreement #23-04 with Frontier Communications per RFP #22-03, Internet Access Services/Internet Service Provider E-**

---

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

**Rate 2023-2026 (Aguilera-Fort/Garibay)**

To provide Wide Area Network Digital Transmission Services for the district, July 1, 2023 through June 30, 2026, in the amount of \$364,800.00 per year, to be paid out of E-Rate (\$328,320.00) and General (\$36,480.00) Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.20. Ratification of Amendment #1 to Agreement #22-201 with Flewelling & Moody for the Driffill K-8 School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

For the Driffill K-8 School Improvement Project, New Transitional Kindergarten, in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), to be paid out of Master Construct and Implementation Program funds.

**Section D: ACTION ITEMS**

**D.1. Approval of the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)**

Anna Thomas, Director, School Performance and Student Outcomes, presented the 2022-23 Safe Return to In-Person Instruction and Continuity of Service Plan for the Board's approval.

Motion #22-155 Approval of the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.2. Approval of Oxnard School District 2022-2023 Second Interim Financial Report (Period Ending January 31, 2023) (Mitchell/Crandall Plasencia)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented the 2022-23 Second Interim Financial Report (Period Ending January 31, 2023) for the Board's consideration.

Motion #22-156 Approval of Oxnard School District 2022-2023 Second Interim Financial Report (Period Ending January 31, 2023)

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

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

---

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**D.3. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Peter Cano for the 2022-23 School Year (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Pupil Personnel Services for Peter Cano for the 2022-23 School Year.

Motion #22-157 Approval of a Variable Term Service Waiver in Pupil Personnel Services for Peter Cano for the 2022-23 School Year

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**Section E: APPROVAL OF MINUTES**

**E.1. Approval of Minutes (Aguilera-Fort)**

The Board approved minutes of Board meetings as presented:

- March 1, 2023 Regular Meeting
- March 4, 2023 Special Meeting (9:00 a.m.)
- March 4, 2023 Special Meeting (3:00 p.m.)

Motion #22-158 Approval of Minutes of Board Meetings as Presented – March 1, 2023 Regular Meeting; March 4, 2023 Special Meeting (9:00 a.m.); March 4, 2023 Special Meeting (3:00 p.m.)

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

**Section G: CONCLUSION**

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

---

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

Dr. Aguilera-Fort

- OSD Student Profile
- Fremont Focus Group
- Fremont Basketball
- Read Across America
- P3CC Leadership Convening
- Biliteracy Unit Framework Professional Development
- Instructional Leadership Team Collaboration - School Safety
- thank you to Fremont Staff, Families, Facilities Team, IT, Ed Services, Central Office Team re: last Week's Power Outage
- Executive Cabinet Retreat March 11, 2023
- thank you to OEA - Book Donation
- happy National Assistant Principal's Day
- congratulations to Mary Crandall Plasencia on Retirement
- remembering Kathleen S. Riggs

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

Rose Gonzales

- thank you to all Spelling Bee and Speech Contest Participants
- thank you to Curren students and administrators for presentation
- attended Read Across America events - thank you to staff at sites for the warm welcomes
- toured Lopez Academy with Principal Magana
- spent time at Fremont for the power outage - made a great difference having all the administrators present to provide support

Monica Madrigal Lopez

- congratulations to Spelling Bee and AKA Speech winners
- thank you to OEA for book donation
- acknowledge passing of Ms. Margaret - campus assistant at Lemonwood
- thank you to Ms. Galvan for transportation presentation

MaryAnn Rodriguez

- enjoyed participating in Read Across America
- toured Harrington with Principal Castellanos - looks forward to visiting other schools

Veronica Robles-Solis

- congratulations to Spelling Bee winners and thank you to Ms. Cwiklo for putting it together
- congratulations to all AKA Speech winners
- thank you to all teachers and parents for supporting students
- thank you to Ms. Galvan for Transportation presentation and to staff for attending

## **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:50 p.m.

Motion to adjourn.

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

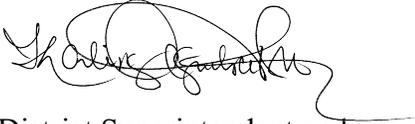
Moved To: Adjourn

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 19th day of April, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 15, 2023, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 19, 2023

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

---

Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, April 14th, 2023.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A