

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services

AGENDA REGULAR BOARD MEETING Wednesday, October 5, 2022

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

October 5, 2022

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:

Cordes ___, Madrigal Lopez ___, Lopez ___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Ms. Tammy Smith, Principal, Brekke School, will introduce Ezri Athena Humphrey, TK student in Mrs. Kath's class at Brekke, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Amira Thomas Fernandez, 5th grade student in Mrs. Rodriguez's class at Brekke School. The District's Mission and Vision Statement will be read in Spanish by Valentina Garcia, 5th grade student in Mrs. Rodriguez's class at Brekke School.

A.4. Presentation by Brekke School

Ms. Tammy Smith, Principal, Brekke School, will provide a short presentation to the Board regarding Brekke. 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:

Cordes ___, Madrigal Lopez ___, Lopez ___, Robles-Solis ___

A.6. Study Session - Presentation on OSD Mathematics Program (DeGenna/Prater)

The Associate Superintendent, Educational Services and the Manager of Mathematics will present an overview of the current instructional focus of the district's mathematics program.

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2022070046
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:
 Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principal

A.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

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

A.11. Presentation on District Assessments 2022-2023 (DeGenna/Thomas)

The Associate Superintendent, Educational Services and the Director of School Performance and Student Outcomes will provide a presentation on District Assessments 2022-2023.

A.12. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrators:

- Melissa Josker, Assistant Principal
- Rebekah Khan, Assistant Principal
- Kori Lauchland, Assistant Principal
- Jennifer Smith, Assistant Principal

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

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presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

B.2. Public Hearing to Present Findings of Sufficient Instructional Materials for 2022-2023 and Request for Adoption of Resolution #22-07 (DeGenna/Thomas)

It is the recommendation of the Associate Superintendent, Educational Services, and the Director, School Performance & Student Outcomes, that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2022-2023 and adopt Resolution #22-07, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Madrigal Lopez ____, 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:

Cordes ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

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

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

It is the recommendation of the Associate Superintendent, Educational Services and the Director, Special Education, that the Board of Trustees approve out-of-state conference attendance for Steven Kenis, School Psychologist, to attend the National Association of School Psychologists (NASP) National Conference in Denver, Colorado, February 7-10, 2023, at no cost to the district.

C.2. Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Director of Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve out-of-state conference attendance for Christine Harrington, Annabelle Cadang, Denella Santoyo, Erin Rivera, Jennifer Van Otten, Elizabeth Navarro Hernandez, Angelica Mulvihill, Christina Kennedy, Erika Dowd, Stephanie Gutierrez, Jennifer Miadich- Freilich, Brenda Aparicio,

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Ariana Sani- Tolman, and Shiri Hermesh, Speech Language Pathologists, to attend the 2022 American Speech Language Hearing Association (ASHA) Convention in New Orleans, LA November 17 through November 19, 2022, in the amount not to exceed \$22,500.00, to be paid out of Professional Development Funds.

C.3. Ratification of the District’s Submission of the 2022-23 Consolidated Application for Funding (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees ratify the District’s submission of the 2022-2023 Consolidated Application for Funding, as presented.

C.4. Personnel Actions (Carroll/Torres)

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

C.5. Establishment and Abolishment of Positions (Carroll/Torres)

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.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Agreement #22-140 – Behavior Insights Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-140 with Behavior Insights Inc., to provide Independent Educational Evaluator services to the Special Education Department including Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees, and Assessments, October 6, 2022 through June 30, 2023, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.

C.7. Approval of Agreement #22-142, USC – Department of Otolaryngology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-142 with USC – Department of Otolaryngology, to provide professional development training for Special Education Deaf and Hard of Hearing teachers, October 6, 2022 through June 30, 2023, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.8. Approval of Agreement #22-144 – Gopher Sport (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-144 with Gopher Sport, to provide SPARK PE Professional Development for Oxnard School District Grades K-2 & 3-5 Physical Education teachers, October 10, 2022, in the amount not to exceed \$15,000.00, to be paid from the Educator Effectiveness Block Grant.

C.9. Approval of Agreement #22-146 - Action Preparedness Training (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-146 with Action

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Preparedness Training, to provide OSHA and EMSA compliant CPR/AED and First Aid training to Special Education staff on October 10 & 11, 2022, in the amount not to exceed \$11,600.00, to be paid out of Special Education Funds.

C.10. Approval of Agreement #22-147 – Learning Without Tears (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-147 with Learning Without Tears, to provide virtual Professional Development to Transitional Kindergarten (TK) general and special education teachers to implement the previously purchased and district-adopted curriculum “Getting Set for School Pre-K Curriculum”, October 6, 2022 and October 27, 2022, in the amount not to exceed \$1,200.00, to be paid out of UTK Planning & Implementation Funds.

C.11. Approval of Agreement #22-148 – Mind Research Institute (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-148 with Mind Research Institute, to provide onsite/in-person professional learning on ST Math for OSD TK-8th grade teachers and families, October 6, 2022 through June 30, 2023, in the amount not to exceed \$26,000.00, to be paid out of Supplemental Concentration Grant Funds.

C.12. Approval of Agreement #22-150, SPSG Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-150 with SPSG Inc., to support Oxnard School District with the implementation and evaluation of the Learning Communities for Success (LCSSP) Grant, October 6, 2022 through June 30, 2025, in the amount not to exceed \$180,000.00, to be paid from LCSSP Grant Funds.

C.13. Approval of Agreement #22-151, Renaissance Learning, Inc. (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-151 with Renaissance Learning, Inc., for approval of the book titles that were selected for the Oxnard Mixteco Language Preservation Project, at no additional cost to the district.

C.14. Approval of Agreement #22-158 – Leadership Associates (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-158 with Leadership Associates, to assist the district with conducting an executive search for the position of Assistant Superintendent, Business & Fiscal Services, October 6, 2022 through June 30, 2023, in the amount of \$17,000.00 plus advertising costs, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.15. Ratification of Agreement #22-141 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-141 with Inclusive Education & Community Partnership, to provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department, August 1, 2022 through June 30, 2023, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

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C.16. Ratification of Agreement #22-143 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-143 with Ventura County Office of Education/SELPA, to provide Home/Hospital Instructional Teaching Services to the Special Education Department, July 1, 2022 through June 30, 2023, in the amount of \$18,000.00, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #22-145 - 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 #22-145 with Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP's) for students RR103108, JN090409, IH081410, DG052310, DP010810, AC080310, SR112811, JM111710, IO111109, during the 2022-2023 school year, including Extended School Year, in the amount of \$363,679.04, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 School Year (Carroll)

It is the recommendation of the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

D.2. Interview Provisional Appointment Candidate(s) for Trustee Area One (1) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (Aguilera-Fort)

The Board of Trustees will interview candidates for provisional appointment to fill the current vacancy in Trustee Area One (1). The selected candidate will hold office until the next regularly scheduled Statewide General Election for governing board members, which will take place on November 5, 2024.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Cordes ____, Madrigal Lopez ____, 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:

- September 21, 2022 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Madrigal Lopez ____, 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:

Time Adjourned _____

ROLL CALL VOTE:

Cordes ____, Madrigal Lopez ____, 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, September 30, 2022.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section A: Study Session

Study Session - Presentation on OSD Mathematics Program (DeGenna/Prater)

The Associate Superintendent, Educational Services and the Manager of Mathematics will present an overview of the current instructional focus of the district's mathematics program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 05, 2022

Agenda Section: Section A: Preliminary

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Human Resources. 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: October 05, 2022

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2022070046
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 05, 2022

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: October 05, 2022

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section A: Presentation

Presentation on District Assessments 2022-2023 (DeGenna/Thomas)

The Educational Services Team will present student data for the 2022-2023 school year in English/Language Arts and Math for State and District assessments.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [OSD Data Presentation 22-23 \(46 pages\)](#)



Oxnard School District

Student Outcomes

October 5, 2022

Student assessment data provides information on the “Achiever” trait of the student profile.

Students will be able to demonstrate their knowledge on local and state measures in all academic areas.



OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

- Innovator**
Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.
- Collaborator**
Students will be collaborative learners; able to communicate and learn through and with others.
- Digital Learner**
Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.
- Focused on the Future**
Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.
- Global Thinker**
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.
- Achiever**
Students will be able to demonstrate their knowledge on local and state measures in all academic areas.
- Problem Solver**
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Oxnard School District

Empowering All Children to Achieve Excellence

Assessments

Reading & Math

- ◆ **Star** - Standards-based, computer adaptive assessment for reading and math
 - ◇ Local
 - ◇ End of Year Window 2022

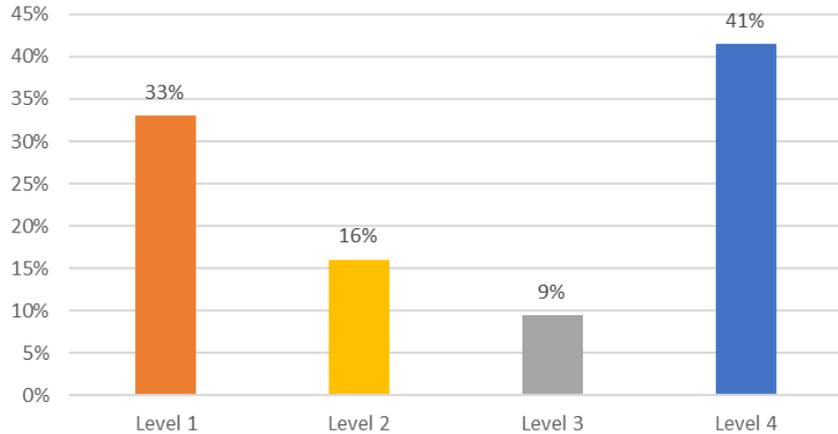
- ◆ **CAASPP**- California Assessment of Student Progress and Performance
 - ◇ State
 - ◇ Spring 2022



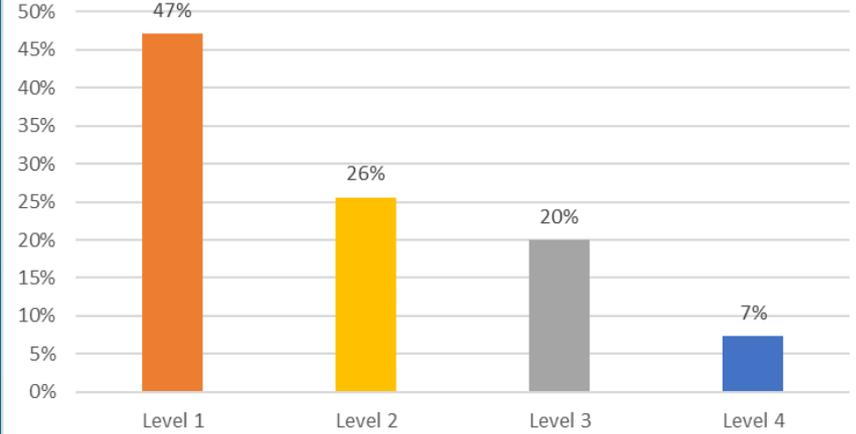
English Language Arts

Star ELA - District

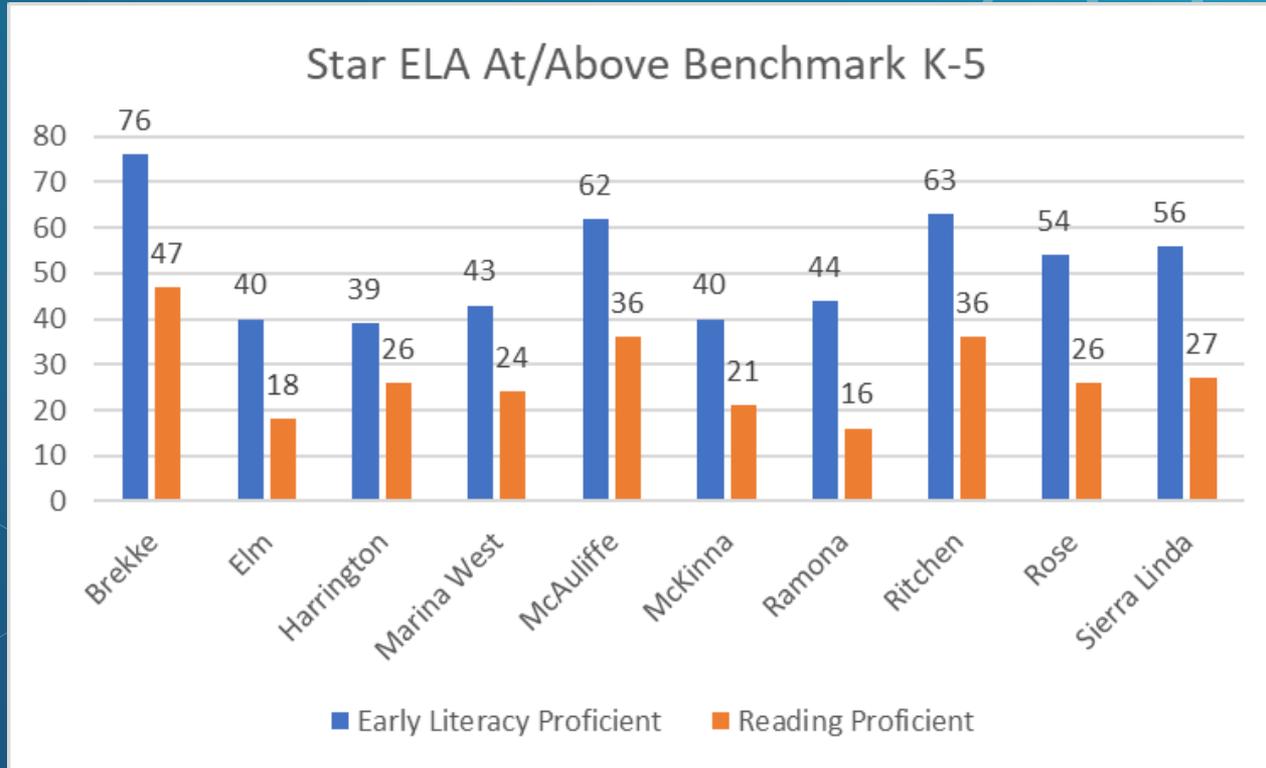
Star Early Literacy - District



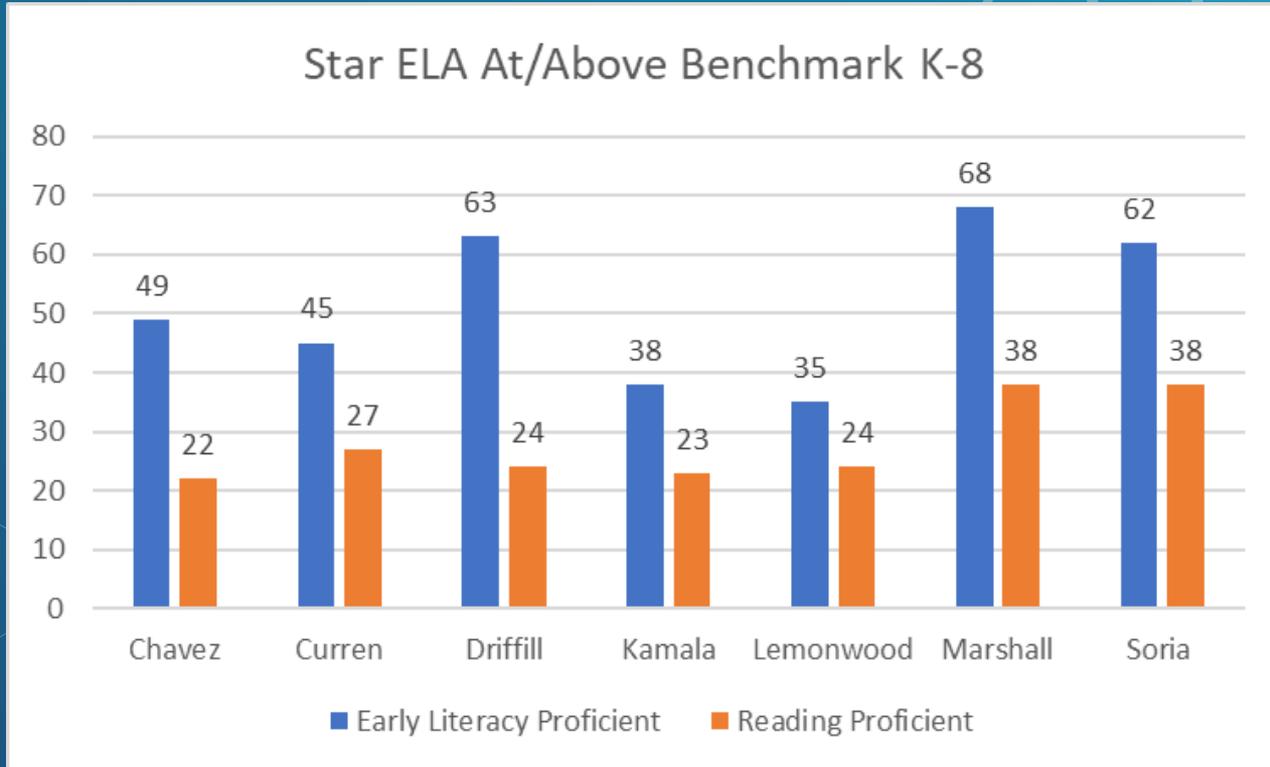
Star Reading - District



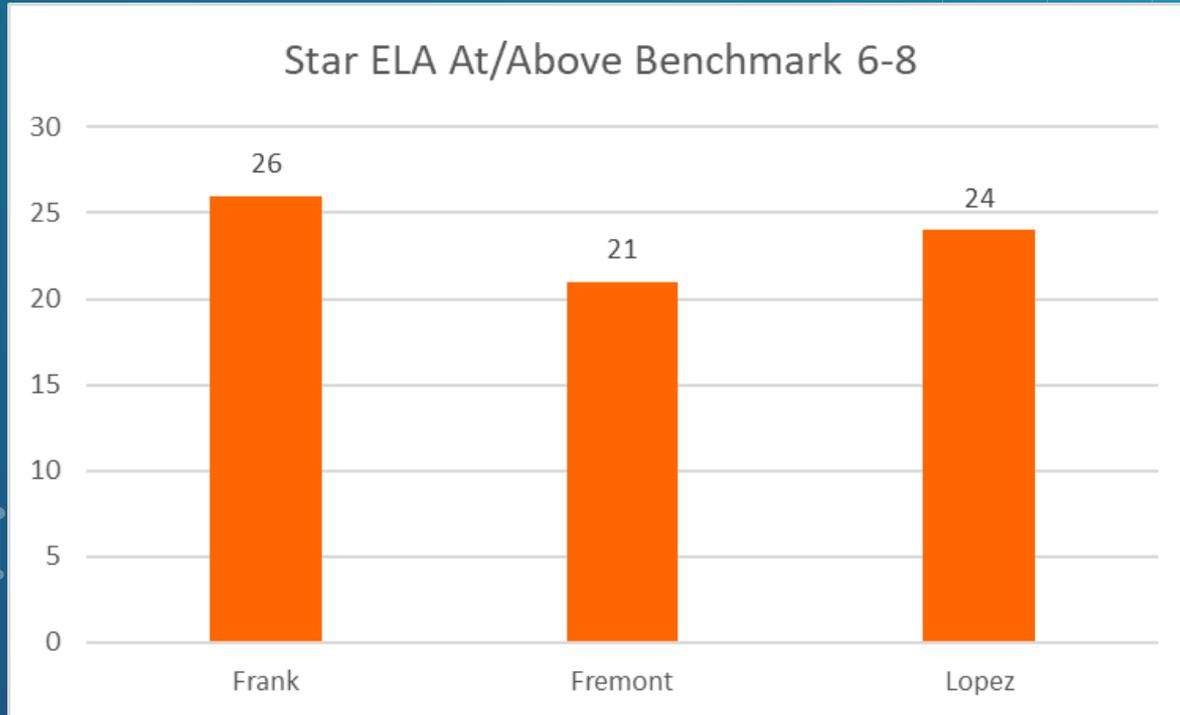
Star ELA- At/Above Benchmark - TK-5



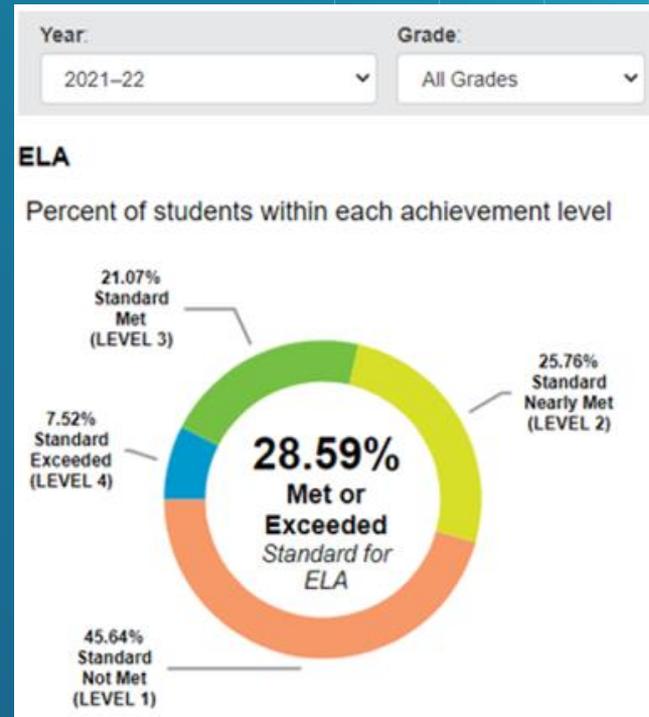
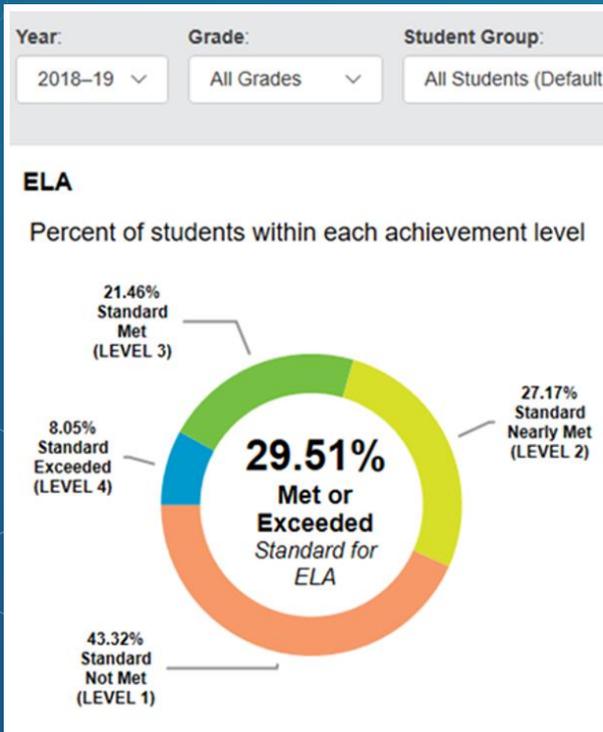
Star ELA - At/Above Benchmark - TK-8



Star ELA - At/Above Benchmark - 6-8



CAASPP ELA Comparison 18-19 to 21-22



CAASPP English Language Arts - District

2021-22 Smarter Balanced

Performance Summary

ELA (Summative): All Grades

Site: **Oxnard School District**

Roster Date: **21-22 | Y**

Grades: **All**

English Proficiencies: **All**

Reported Race: **All Reported Races**

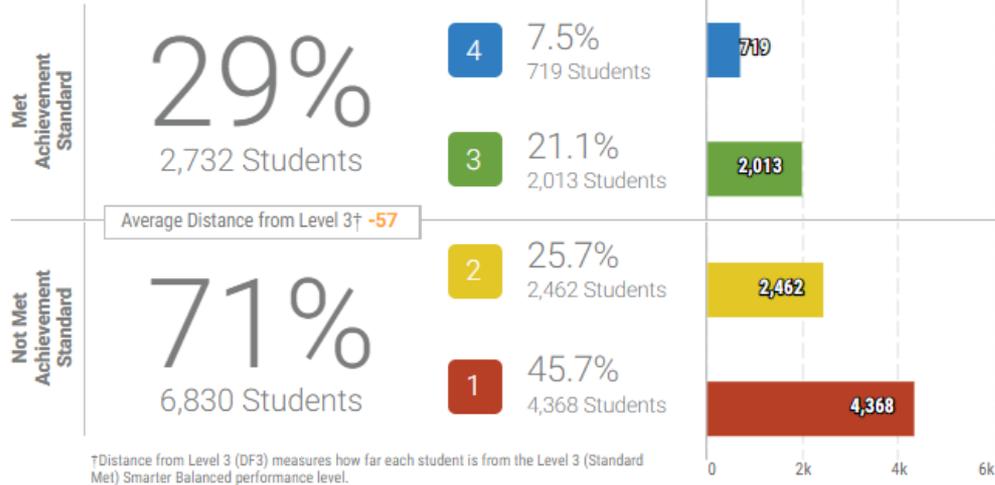
Gender(s): **All**

Special Education: **Special & Non Special Ed**

Socio-Economic: **SED & Not SED**

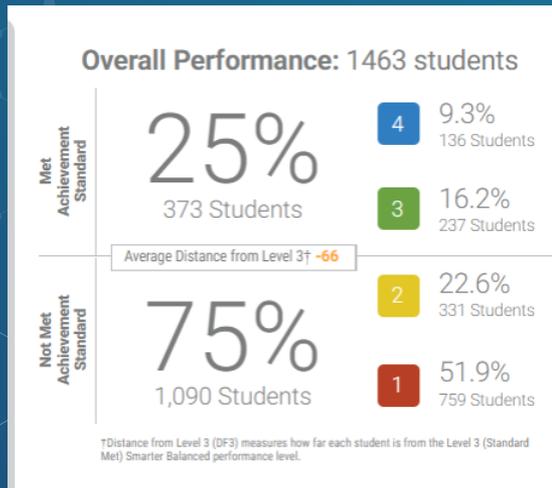
More information about this report can be found at help.illuminateed.com.

Overall Performance: 9562 students

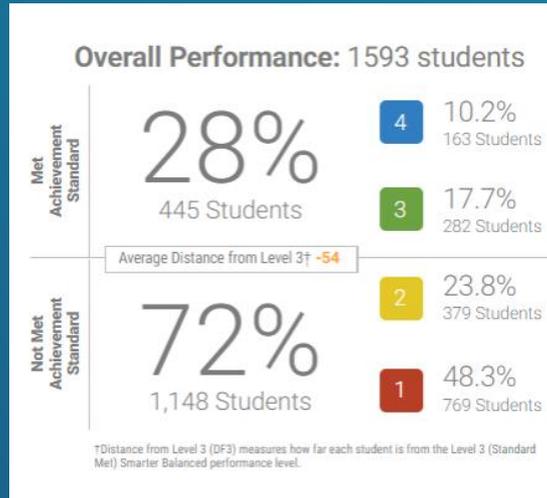


CAASPP ELA - Grade Level

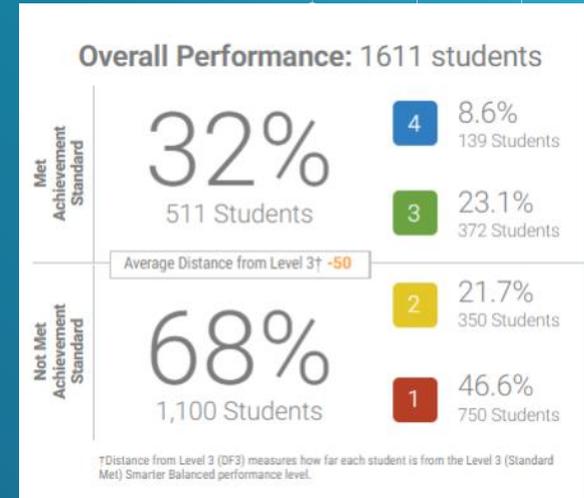
3rd Grade



4th Grade

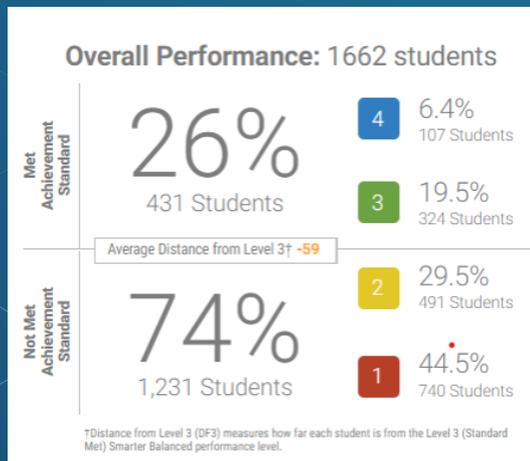


5th Grade

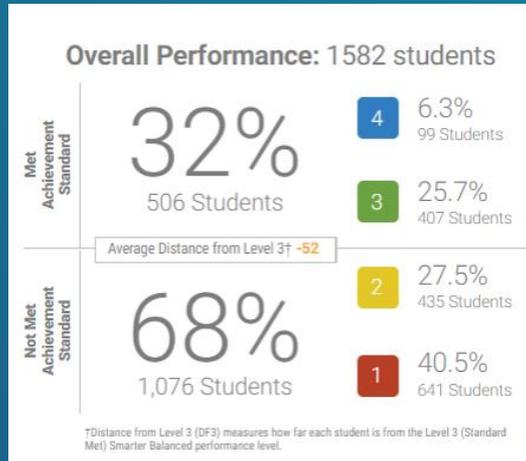


CAASPP ELA - Grade Level

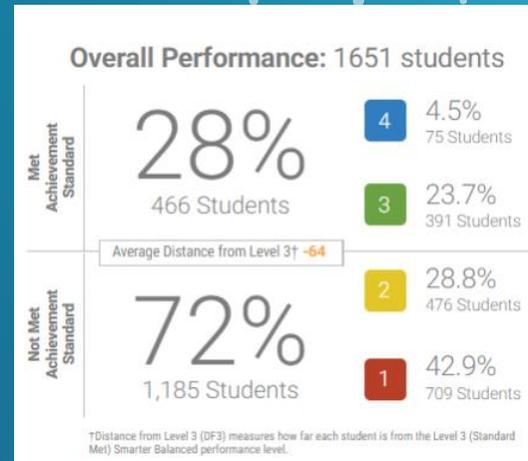
6th Grade



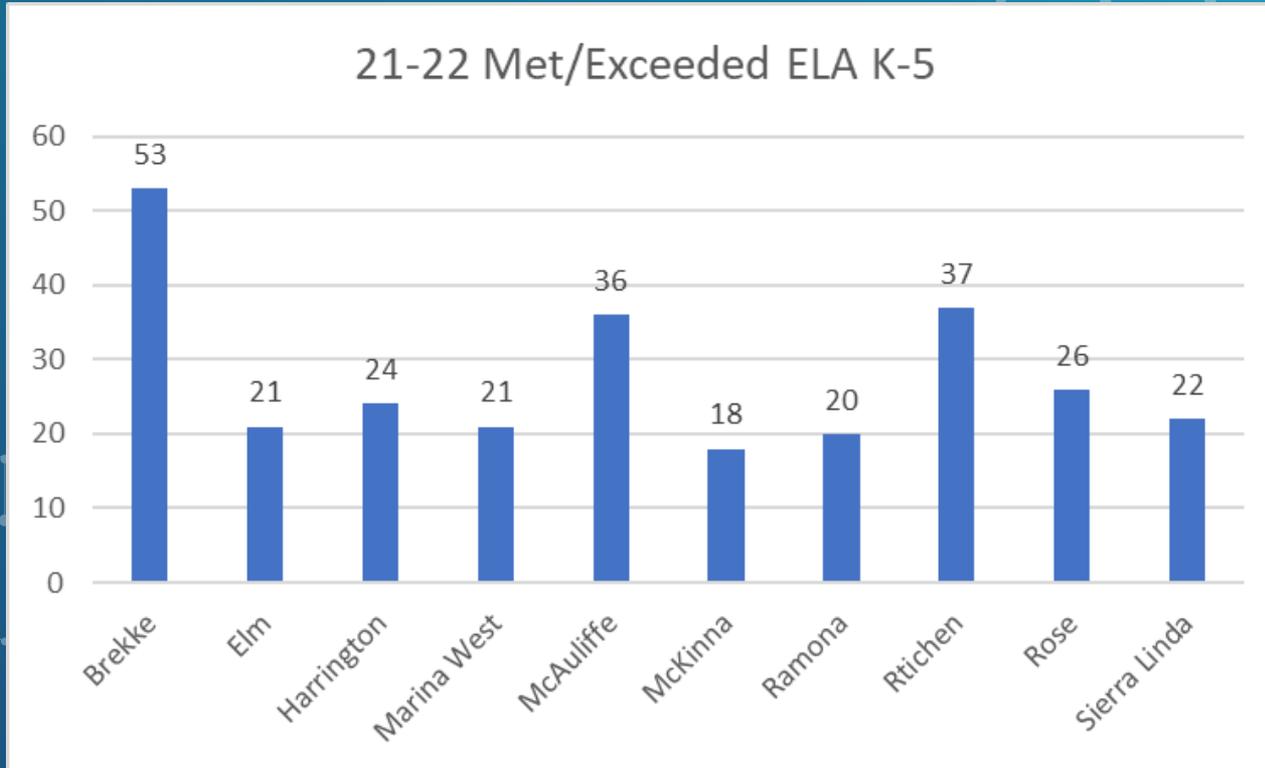
7th Grade



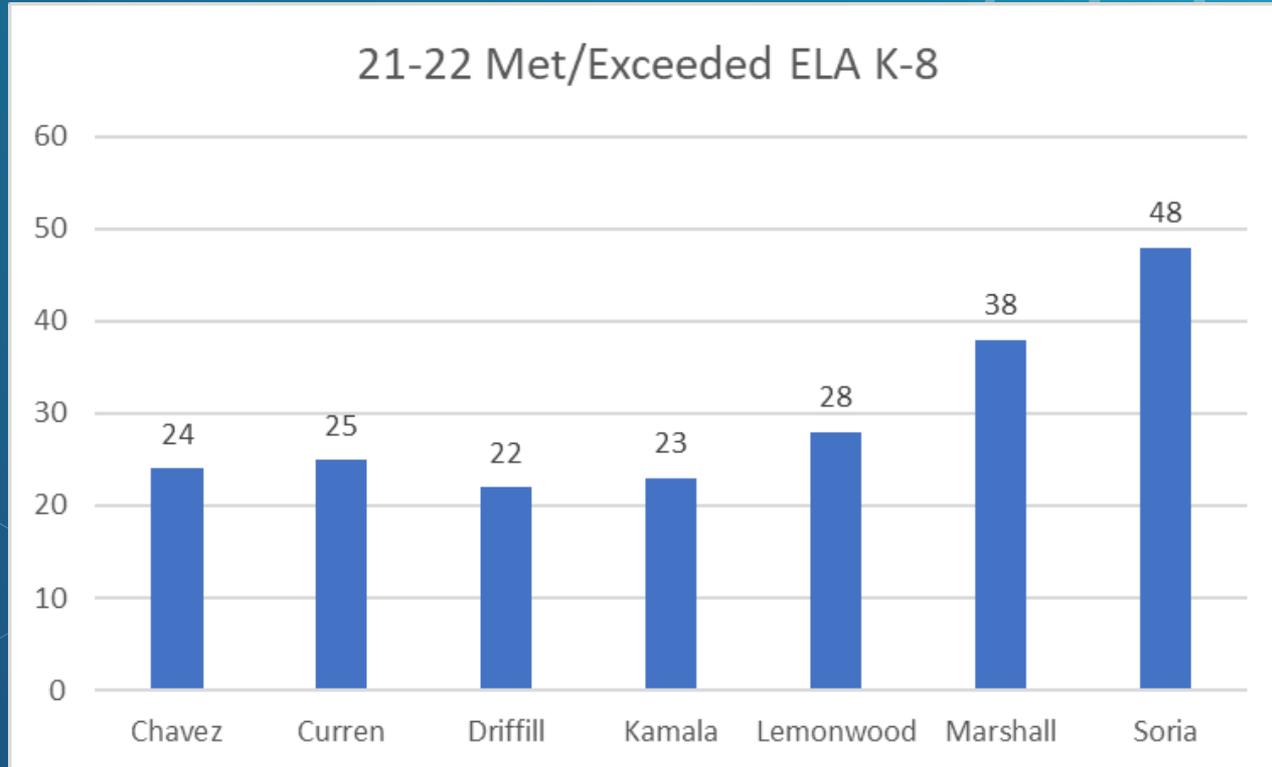
8th Grade



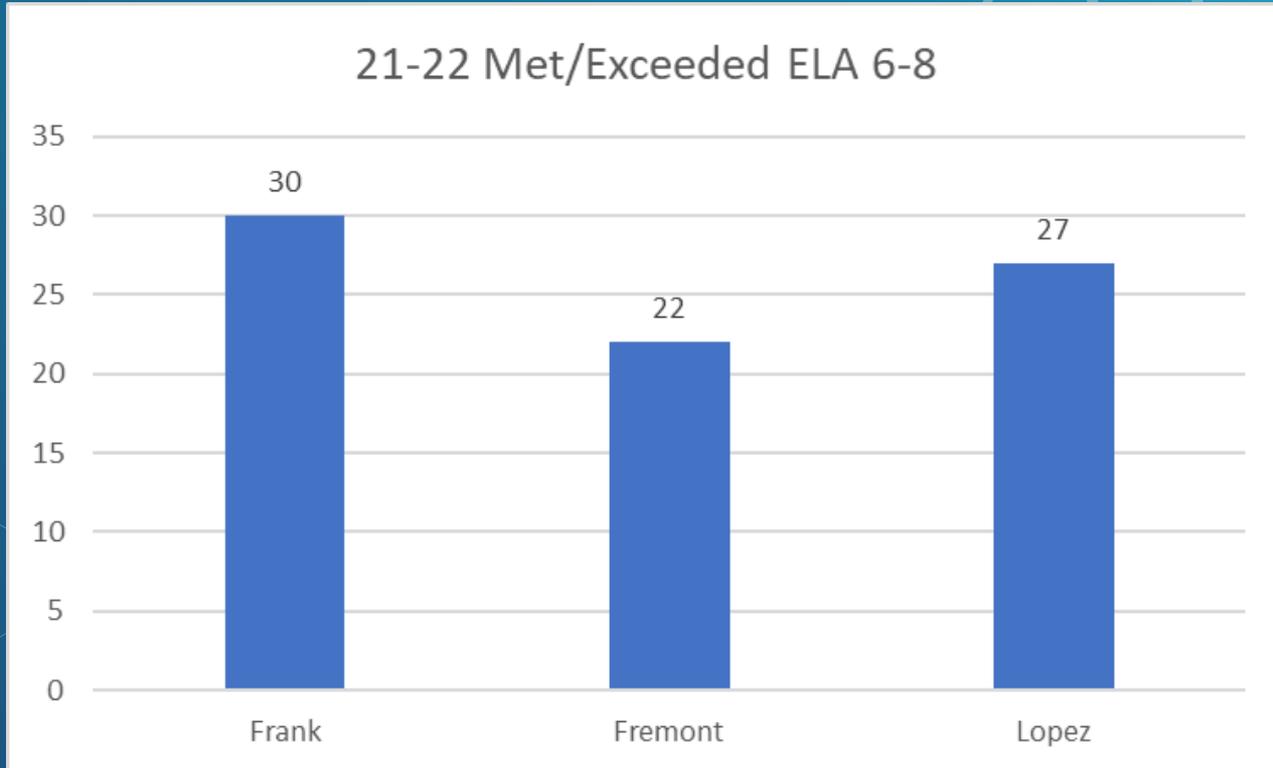
CAASPP ELA - Met/Exceeded - School - TK-5



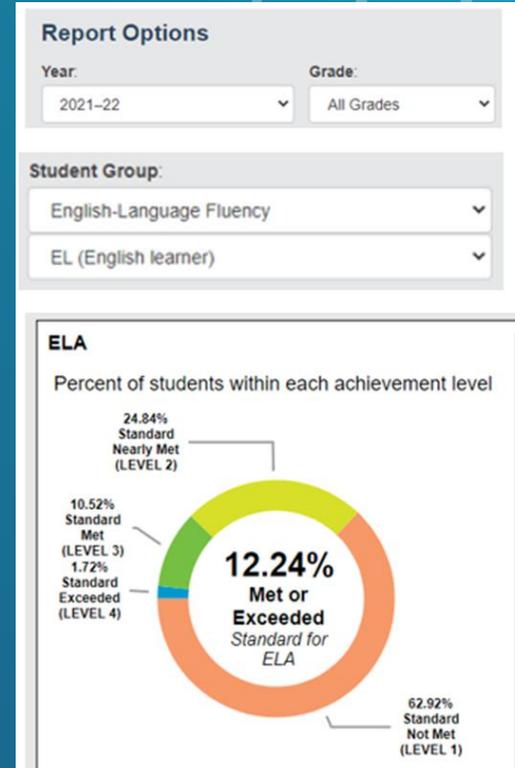
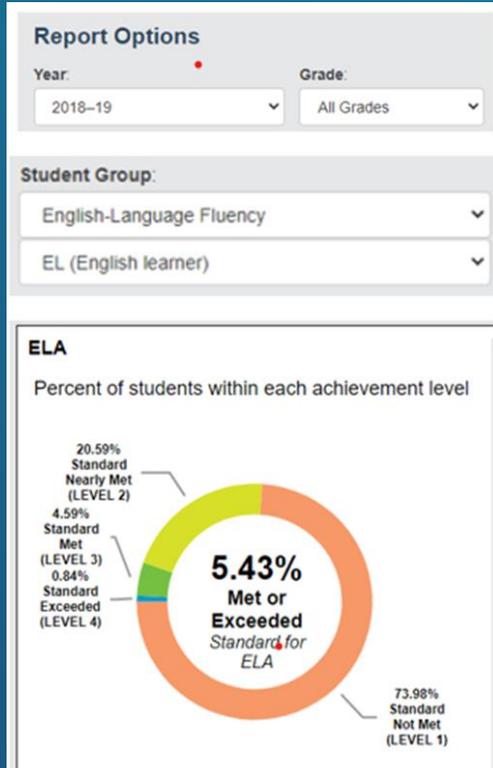
CAASPP ELA - Met/Exceeded - School - TK-8



CAASPP ELA - Met/Exceeded - School - 6-8



CAASPP ELA - English Learners 18-19 to 21-22



CAASPP ELA - Dual Language

2021-22 Smarter Balanced Performance Summary

ELA (Summative): All Grades

Site: **Oxnard School District**

Roster Date: **21-22 | Y**

Grades: **All**

English Proficiencies: **All**

Reported Race: **All Reported Races**

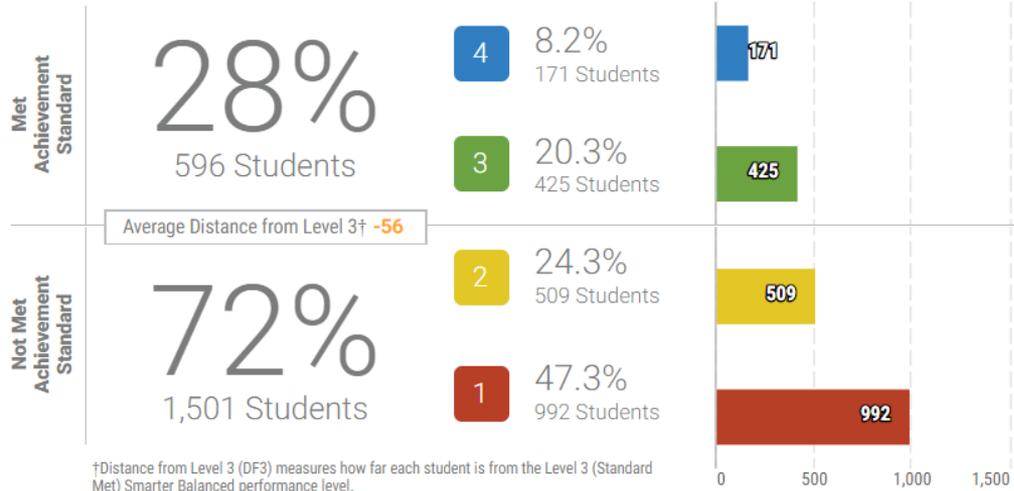
Gender(s): **All**

Special Education: **Special & Non Special Ed**

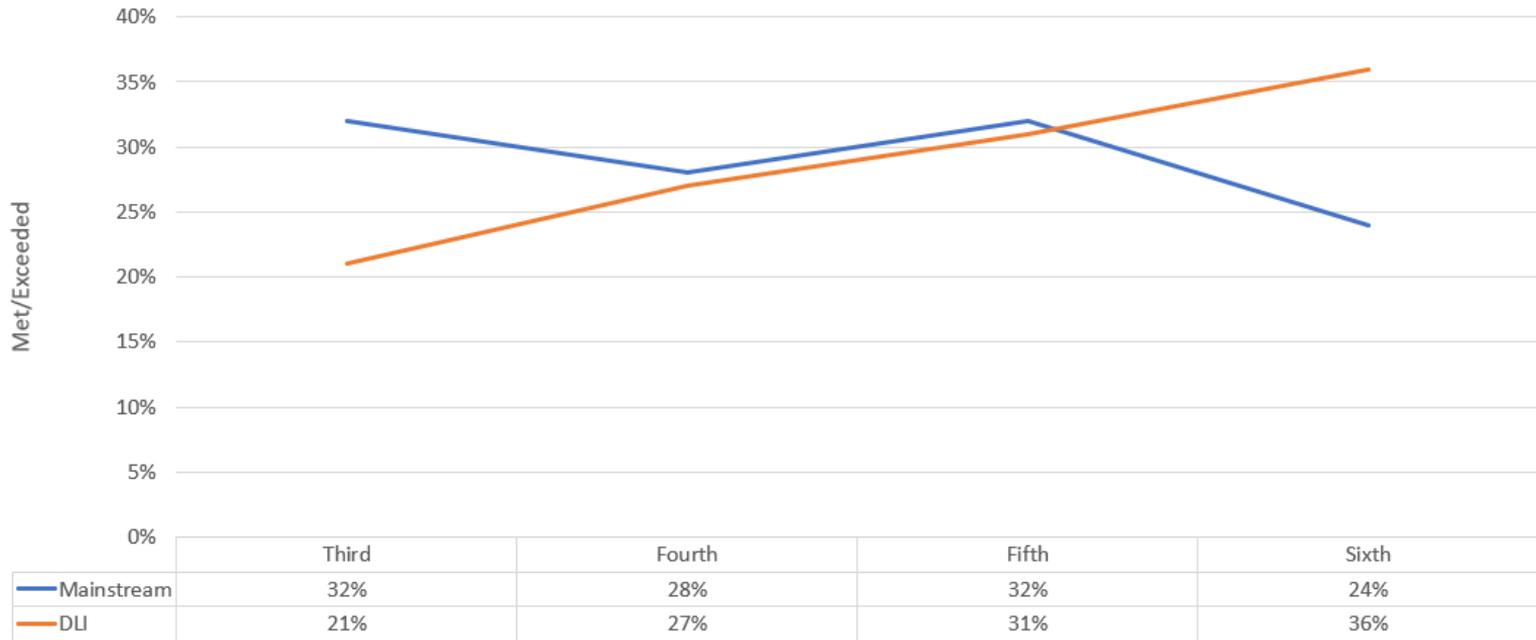
Socio-Economic: **SED & Not SED**

More information about this report can be found at help.illuminateed.com.

Overall Performance: 2097 students



CAASPP ELA - ELM and DLI



CAASPP 4th grade - ELM/SEI & DLI Strands

	ELM/SEI	DLI	Difference Biliteracy/Monolingual Instruction
Chavez	29	22	-7
Curren	25	27	+2
Driffill	18	26	+8
Elm	11	18	+7
Kamala	25	20	-5
Lemonwood	29	31	+2
Soria	34	45	+11

CAASPP 5th grade - ELM/SEI & DLI Strands

	ELM/SEI	DLI	Difference Biliteracy/Monolingual Instruction
Chavez	23	19	-4
<u>Curren</u>	20	20	0
<u>Driffill</u>	29	18	-11
Elm	29	29	0
Kamala	35	40	+5
Lemonwood	38	19	-19
Soria	41	63	+22

CAASPP 6th grade - ELM/SEI & DLI Strands

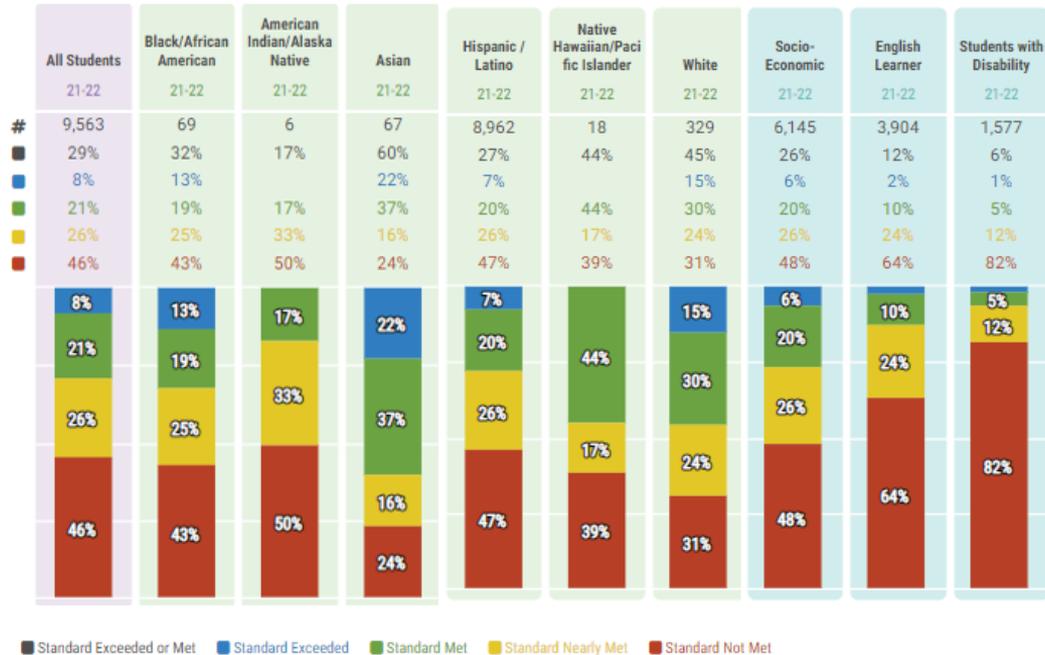
	ELM/SEI	DLI	Difference Biliteracy/Monolingual Instruction
Chavez	23	15	-8
Curren	25	35	+10
Driffill	13	35	+22
Kamala	11	31	+20
Lemonwood	30	33	+3
Soria	52	57	+5
Lopez	17	26	+9

CAASPP ELA - Subgroups



CAASPP ELA - Subgroups

Percent of Students at Each Performance Level



ELA - Highlights

◆ Brekke

- ◆ From 43.6% M/E in 18-19 to 54% M/E in 21-22
- ◆ Growth in all grade levels

Growth 10.4%

◆ Rose

- ◆ From 21.6% M/E in 18-19 to 25% M/E in 21-22

Growth 3.4%

◆ Curren

- ◆ From 24.3% M/E in 18-19 to 26% M/E in 21-22

Growth 1.7%

◆ Lemonwood

- ◆ From 21.3% M/E in 18-19 to 30% M/E in 21-22

Growth 8.7%

◆ Soria

- ◆ From 48.3% M/E in 18-19 to 51% M/E in 21-22

Growth 2.7%

ELA - Highlights

◆ McKinna

- ◆ From 16% M/E in 18-19 to 19% M/E in 21-22

Growth 3%

◆ Ritchen

- ◆ From 29% M/E in 18-19 to 32% M/E in 21-22

Growth 3%

◆ Lopez

- ◆ From 23.6% M/E in 18-19 to 25% M/E in 21-22

Growth 1.4%

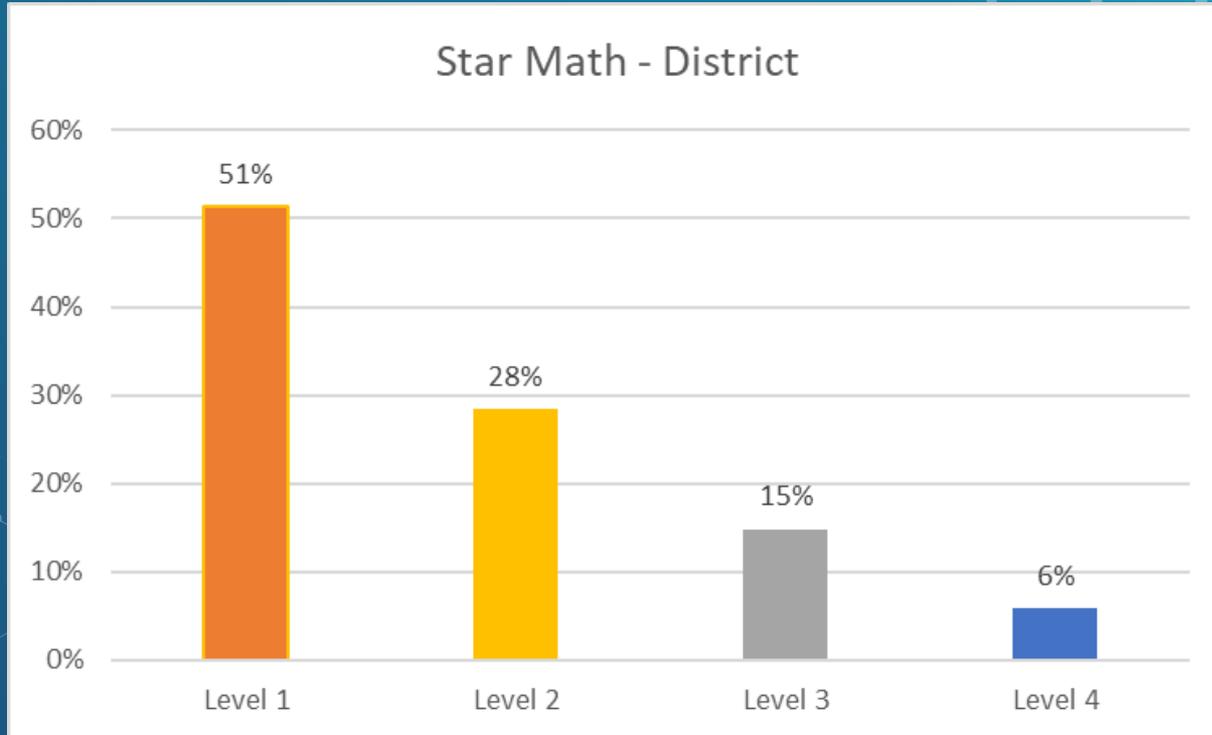
Plan for 22-23

- ◆ Continue to support systems of collaboration district wide
- ◆ Focus on evidence based first instruction
- ◆ Deepen understanding of standards and rigor
- ◆ Strengthen Leadership network among site leaders
- ◆ Literacy Intervention Teachers
- ◆ CDE Assessment Conference
- ◆ ELOP Opportunities
- ◆ Coaching through TOSAs

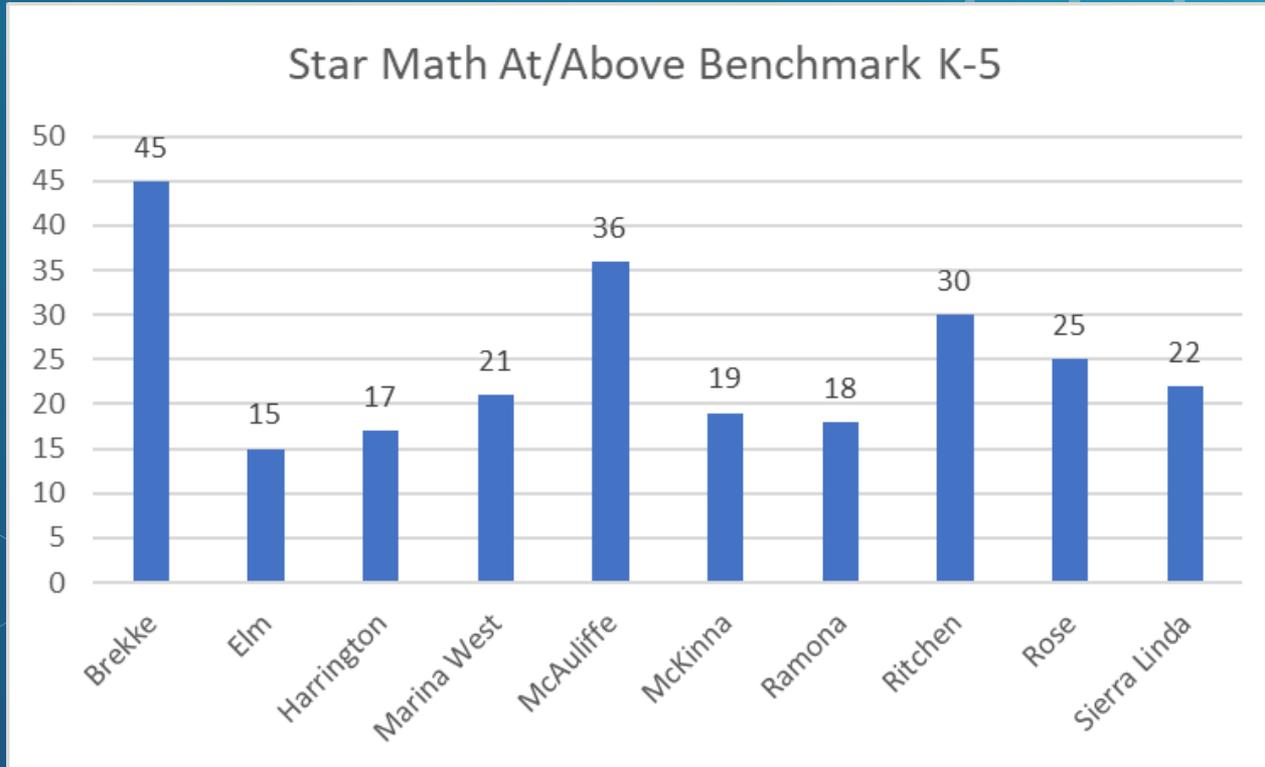


Math

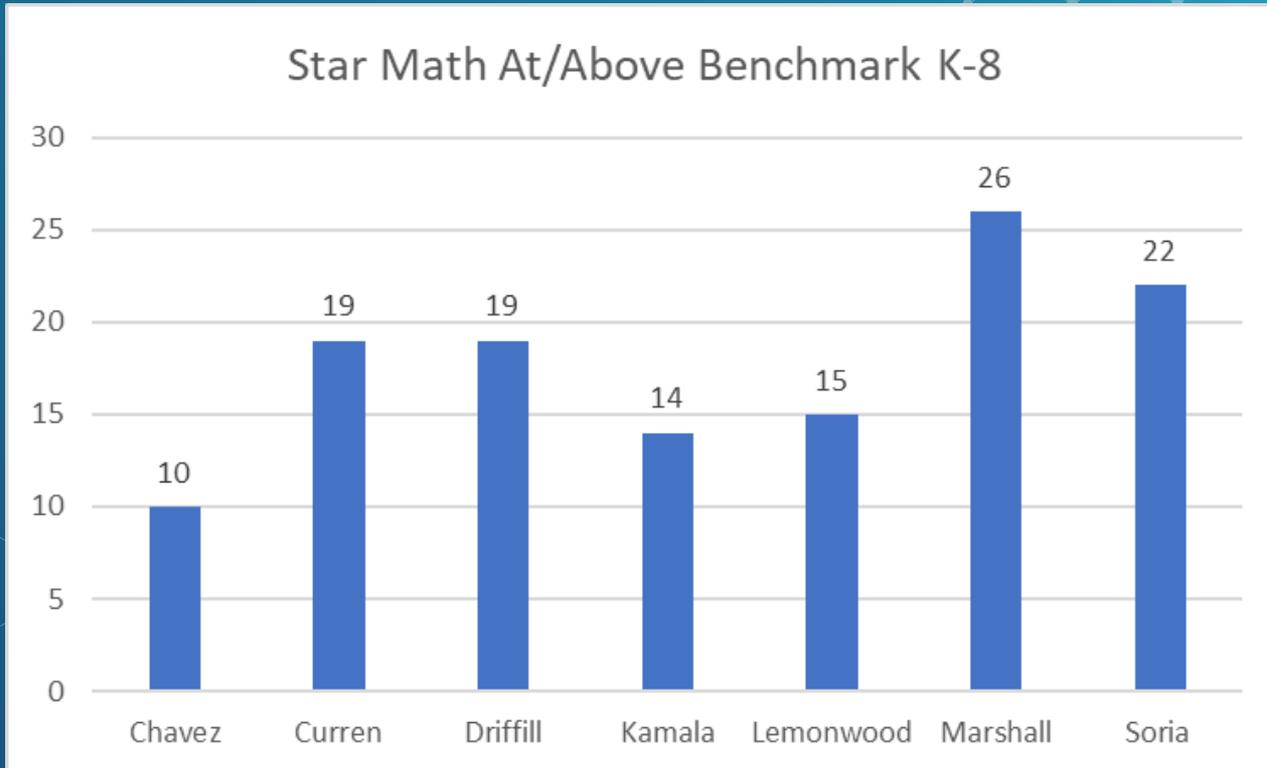
Star Math - District



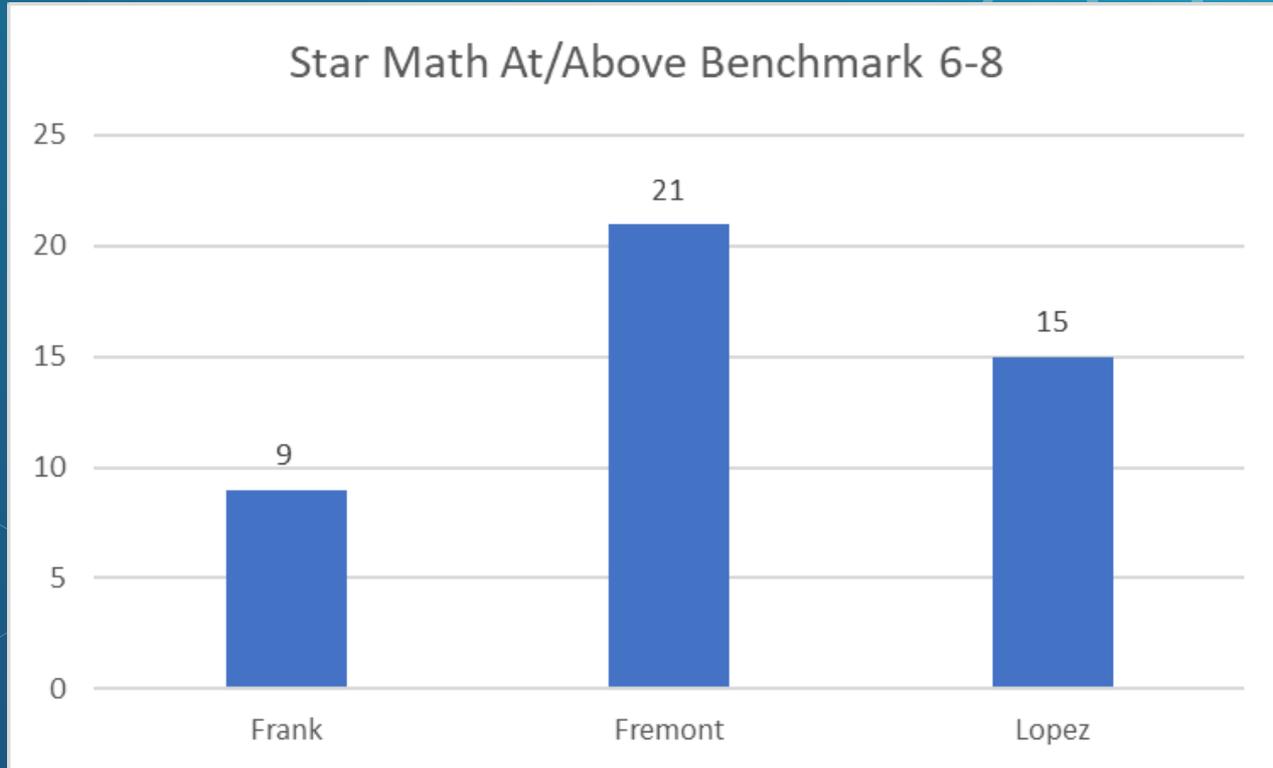
Star Math - At/Above Benchmark - TK-5



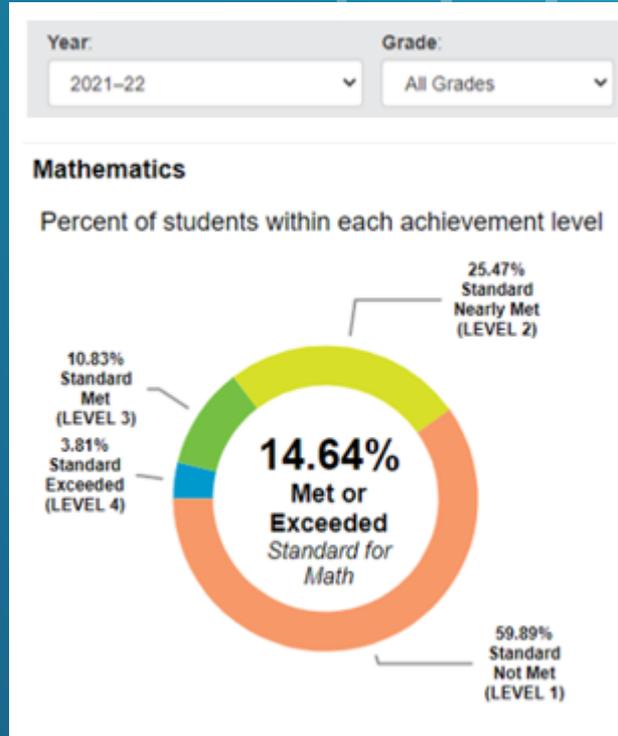
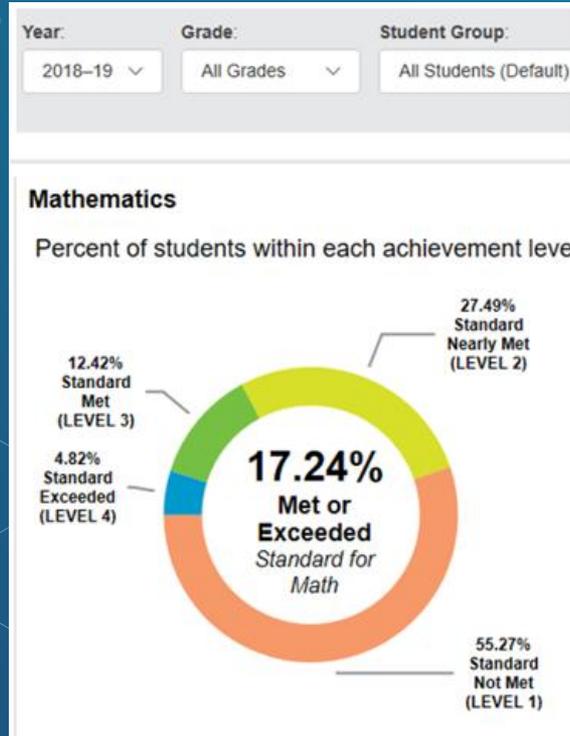
Star Math - At/Above Benchmark - TK-8



Star Math - At/Above Benchmark - 6-8



CAASPP Math Comparison 18-19 to 21-22



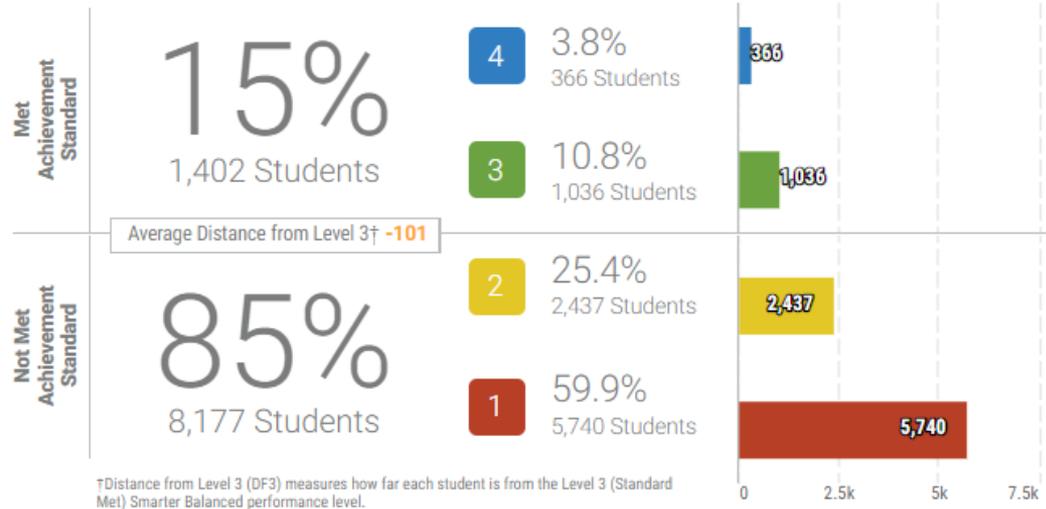
CAASPP Math - District

2021-22 Smarter Balanced Performance Summary Math (Summative): All Grades

Site: **Oxnard School District**
Roster Date: **21-22 | Y**
Grades: **All**
English Proficiencies: **All**
Reported Race: **All Reported Races**
Gender(s): **All**
Special Education: **Special & Non Special Ed**
Socio-Economic: **SED & Not SED**

More information about this report can be found at help.illuminateed.com.

Overall Performance: 9579 students

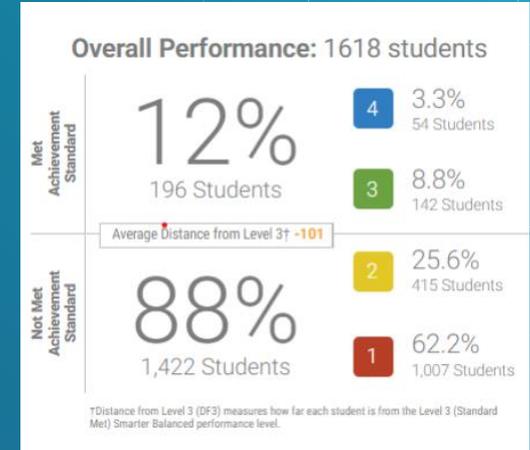
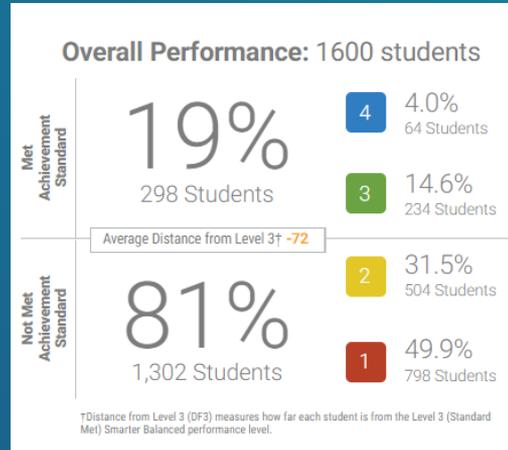
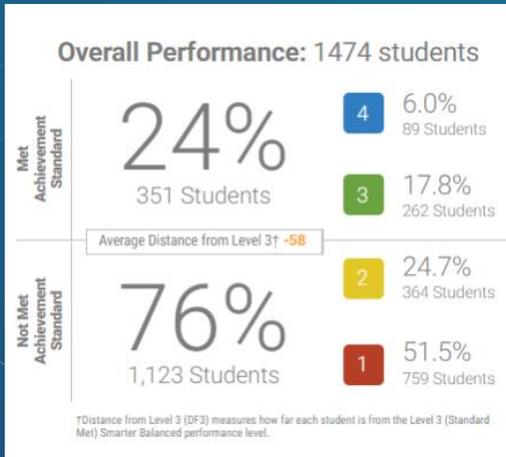


CAASPP Math - Grade Level

3rd Grade

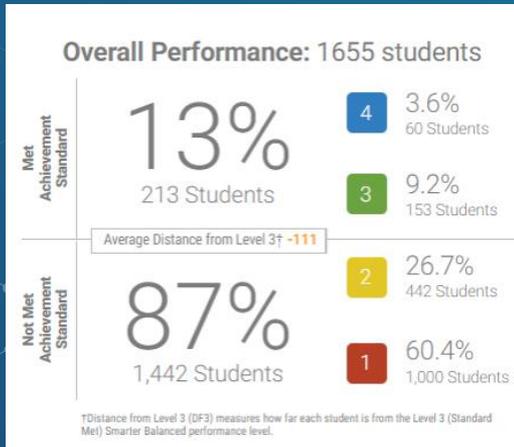
4th Grade

5th Grade

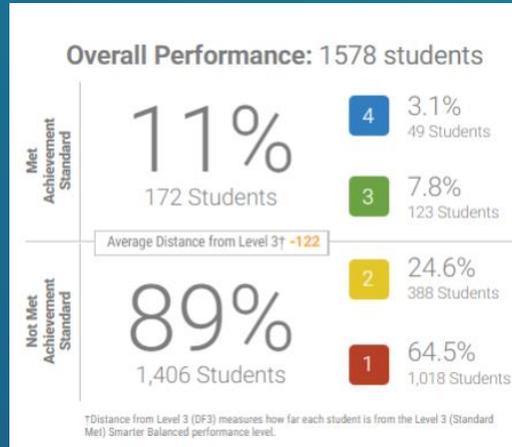


CAASPP Math - Grade Level

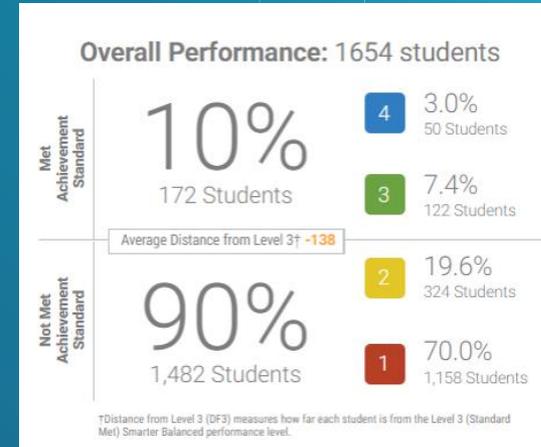
6th Grade



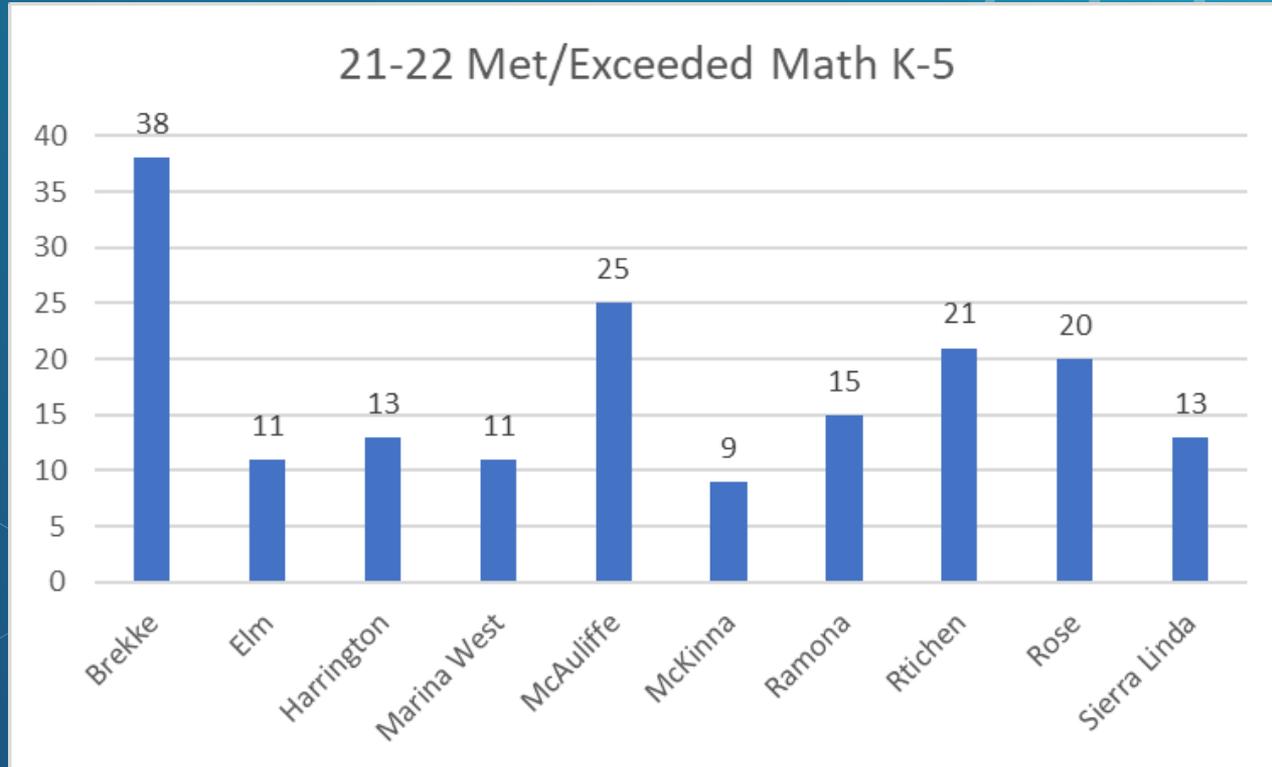
7th Grade



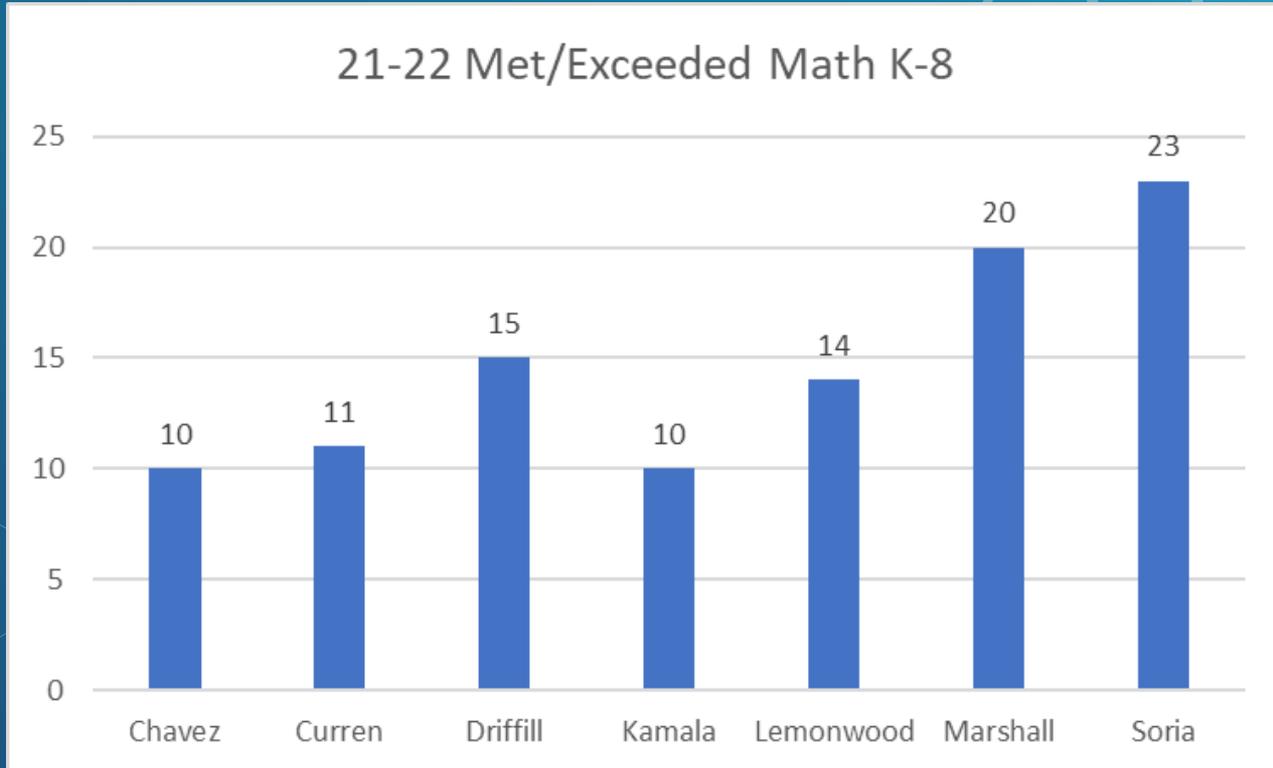
8th Grade



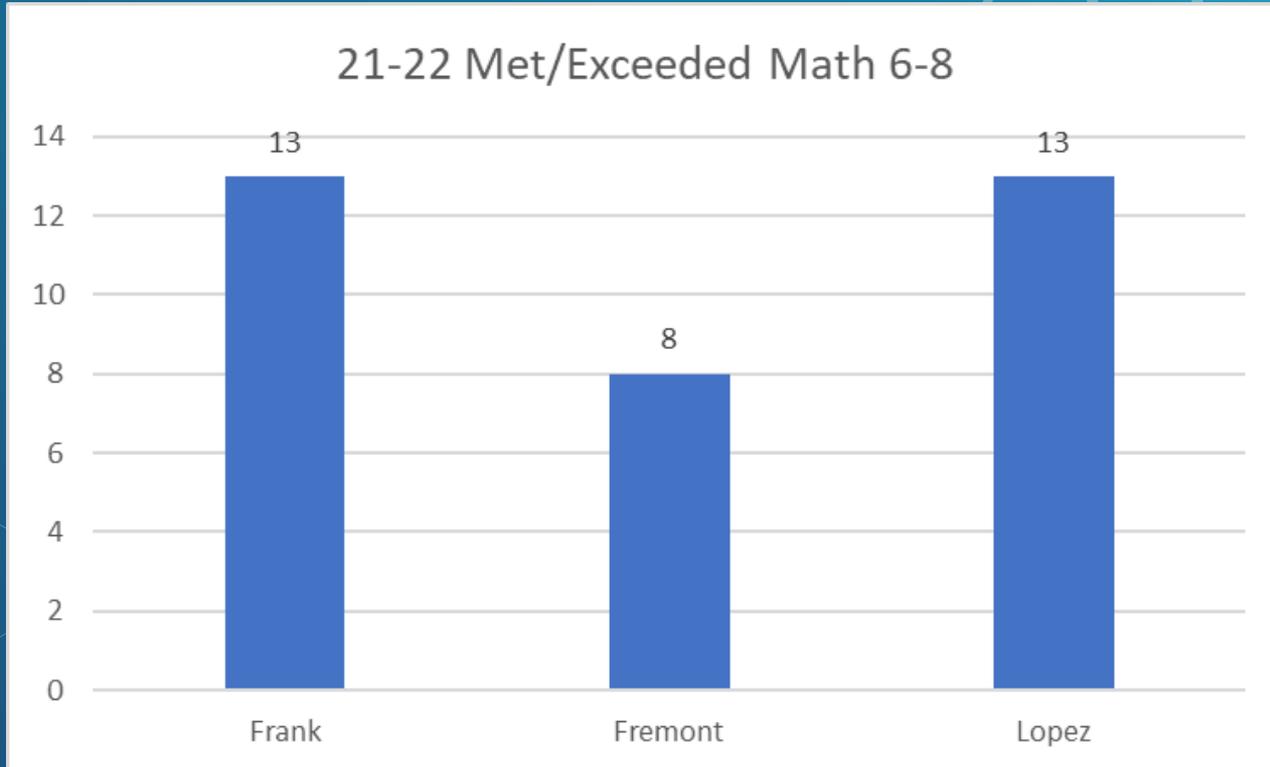
CAASPP Math - Met/Exceeded - School - TK-5



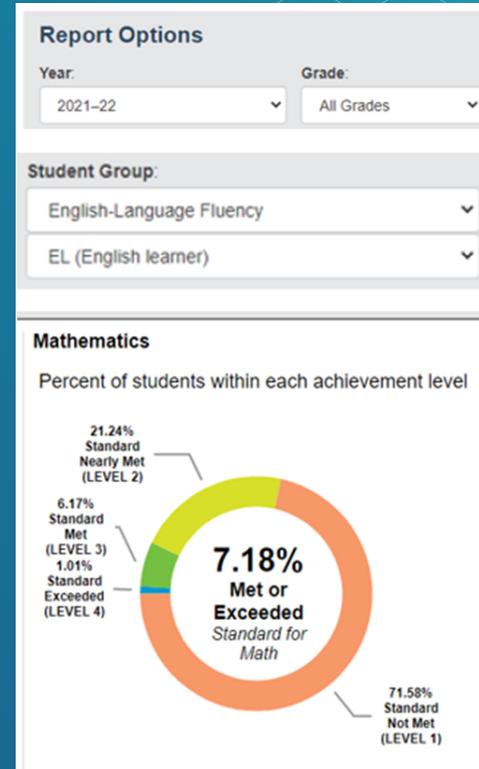
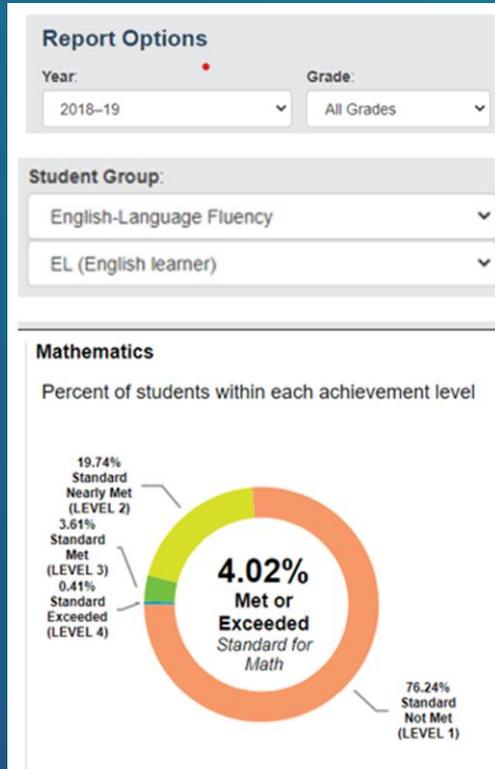
CAASPP Math - Met/Exceeded - School - TK-8



CAASPP Math - Met/Exceeded - School - 6-8



CAASPP Math - English Learners 18-19 to 21-22



CAASPP Math - Dual Language

2021-22 Smarter Balanced

Performance Summary

Math (Summative): All Grades

Site: **Oxnard School District**

Roster Date: **21-22 | Y**

Grades: **All**

English Proficiencies: **All**

Reported Race: **All Reported Races**

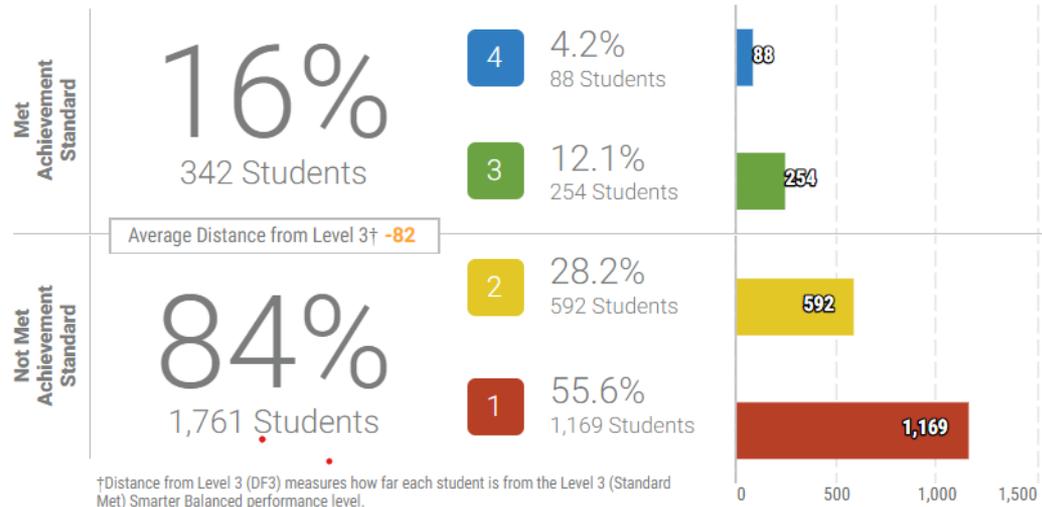
Gender(s): **All**

Special Education: **Special & Non Special Ed**

Socio-Economic: **SED & Not SED**

More information about this report can be found at help.illuminateed.com.

Overall Performance: 2103 students

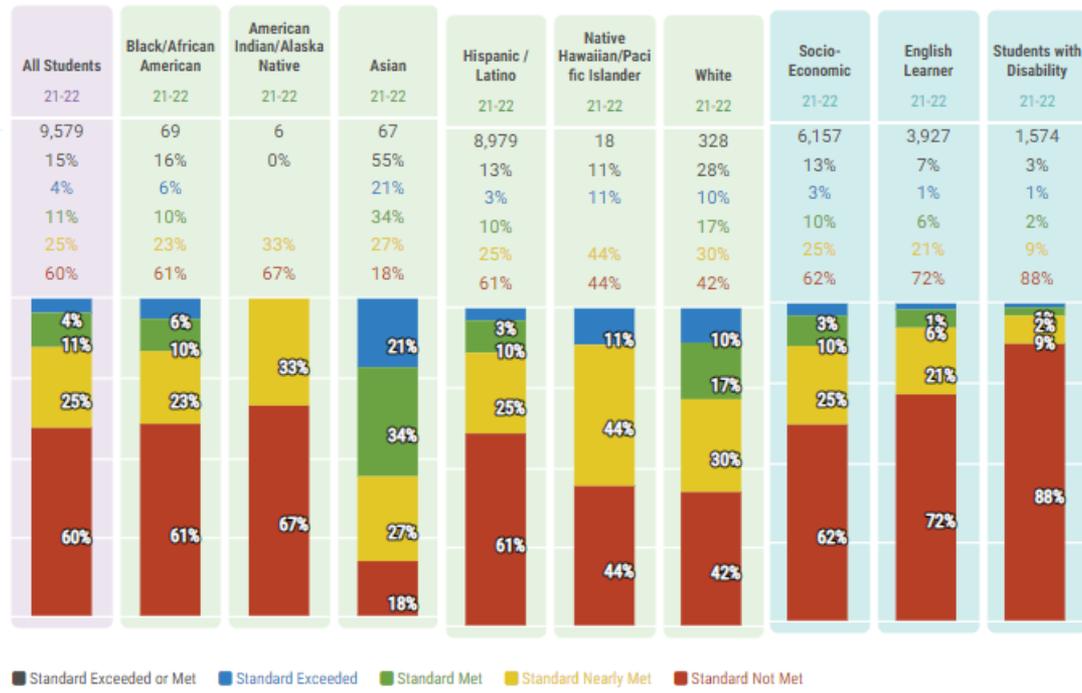


CAASPP Math - Subgroups



CAASPP Math - Subgroups

Percent of Students at Each Performance Level



Math - Highlights

◆ Brekke

- ◆ From 28.3% M/E in 18-19 to 43% M/E in 21-22
- ◆ Growth in all grade levels

Growth 14.7%

◆ Rose

- ◆ From 13.6% M/E in 18-19 to 26% M/E in 21-22

Growth 12.4%

◆ Curren

- ◆ From 12.16% M/E in 18-19 to 13% M/E in 21-22

Growth .84%

◆ Lemonwood

- ◆ From 11.8% M/E in 18-19 to 15% M/E in 21-22

Growth 3.2%

◆ Soria

- ◆ From 24.16% M/E in 18-19 to 25% M/E in 21-22

Growth .84%

Math - Highlights

◆ Elm

- ◆ From 10.6% M/E in 18-19 to 12% M/E in 21-22

Growth 1.4%

◆ McAuliffe

- ◆ From 26% M/E in 18-19 to 29% M/E in 21-22

Growth 3%

◆ Ramona

- ◆ From 14% M/E in 18-19 to 18% M/E in 21-22

Growth 4%

◆ Sierra Linda

- ◆ From 14.6% M/E in 18-19 to 15% M/E in 21-22

Growth .4%

◆ Frank

- ◆ From 13.6% M/E in 18-19 to 14% M/E in 21-22

Growth .4%



Plan for 22-23

- ◆ Alignment to P3CC work
- ◆ Math Instructional Specialists
- ◆ Math Task Force
- ◆ Professional development - SBAC alignment

THANK YOU!



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 05, 2022

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrators:

- Melissa Josker, Assistant Principal
- Rebekah Khan, Assistant Principal
- Kori Lauchland, Assistant Principal
- Jennifer Smith, Assistant Principal

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 05, 2022

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. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section B: Hearing

Public Hearing to Present Findings of Sufficient Instructional Materials for 2022-2023 and Request for Adoption of Resolution #22-07 (DeGenna/Thomas)

A public hearing will be held to present the findings of sufficient instructional materials for 2022-2023. The requirements of Education Code 60119 state that a public hearing must be held on or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and the Director, School Performance & Student Outcomes, that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2022-2023 and adopt Resolution #22-07, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-07 Sufficiency of Textbooks-Instructional Materials.pdf](#)



OXNARD SCHOOL DISTRICT

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

Resolution #22-07 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 5, 2022, at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

Finding of Sufficient Instructional Materials

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

Mathematics:

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

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

Science:

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

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

History-Social Science:

K-5th Pearson Scott Foresman, History/Social Science for CA, adopted 2005
6th, 7th and 8th Cengage, National Geographic Learning, adopted 2018

Reading/Language Arts:

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

ELD:

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

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

Therefore, it is resolved that for the 2022-23 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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

AYES _____ NOES _____ ABSENT: _____

Attest:

President

Secretary

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Consent Agenda

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

The Board's approval is requested for one Oxnard School District representative, Mr. Steven Kenis, School Psychologist to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver Colorado February 7 through February 10, 2023. The conference will provide attendees the opportunity for professional growth of school psychology practices and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

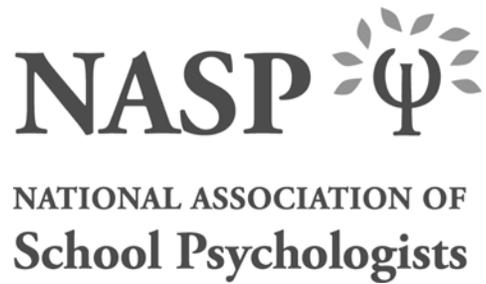
The employee will cover registration and travel expenses. Requesting to use wellness days, no sub will be required.

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees approve out-of-state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [Registration Deadlines and Fees- NASP Kenis.pdf](#)



Registration Deadlines and Fees

Registration for the virtual package **closes Feb. 3 at 5:00 p.m. EST.**

Convention Fees

Your **in-person Denver convention** registration fee includes:

- 1,200+ peer-reviewed presentations (Mini-Skills, Practitioner Conversation Sessions, Papers, Posters, and Symposia)
- All Featured and Special Sessions
- Keynote Address
- Access to the Exhibit Hall

While registration for the **Denver Express Virtual Package** includes:

- Access to a live stream of our eight 80-minute Documented Sessions with closed captioning and live chat, followed by 60-days on-demand access.
- Access to General Session and a selected set of poster presentations

Extra Fee Required

Earn documented CPD or access advanced trainings by adding these selections to your registration:

- Documented sessions[√]
- NASP Convention Workshops[√]
- Red Cross Training

Sessions with a [√] offer documented CPD.

Mem: Member

Non: Nonmember

Stu: Student Member

In-Person Convention Fees

	Early Registration (through 11/9/22)	Preregistration (11/10/22 to 1/11/23)	Full Registration (1/12/23 & on-site)	Daily (1/12/23 & on-site)
Members	\$269	\$289	\$319	\$185
Non-Members	\$509	\$529	\$559	\$285
Students	\$109	\$119	\$129	
Principals	N/A	N/A	\$130	N/A

"Denver Express" Fees

	Preregistration (Through 1/11/23)	Full Registration (1/12/23 through 2/3/23 at 5:00 p.m. EST)
Members	\$149	\$199
Non-Members	\$359	\$409
Students	\$59	\$79

NASP Convention Workshops**

	Mem	Non	Stu
Half Day	\$100	\$135	\$100

PREPaRE 3rd Edition Workshops**

	Mem	Non	Stu
Workshop 1	\$170	\$244	\$170
Workshop 2	\$235	\$294	\$235
ToT 1 ***	\$280	\$345	\$245
ToT 2 ***	\$355	\$444	\$310

**Additional savings will not be applied at checkout. Savings are based on the price difference between early registration, preconvention registration, and full registration rates for regular members and nonmembers. For the in-person convention, Student members save \$20 with the early registration rate and \$10 with the preconvention registration rate. For the virtual package, Student members save \$20 with the preconvention registration rate.*

***You must register for the convention before registering for these sessions.*

****There are specific eligibility requirements and extensive preworkshop requirements for the PREPaRE 3rd Ed ToTs. These are included in the workshop and registration descriptions. Please be sure to read these before registering for a 3rd Ed ToT. NASP will confirm eligibility of all registrations.*

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Consent Agenda

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

The Board's approval is requested for fourteen Oxnard School District representatives: Christine Harrington, Annabelle Cadang, Denella Santoyo, Erin Rivera, Jennifer Van Otten, Elizabeth Navarro Hernandez, Angelica Mulvihill, Christina Kennedy, Erika Dowd, Stephanie Gutierrez, Jennifer Miadich- Freilich, Brenda Aparicio, Ariana Sani- Tolman, and Shiri Hermesh, Speech Language Pathologists, to attend the 2022 American Speech Language Hearing Association (ASHA) Convention in New Orleans, LA November 17 through November 19, 2022. The conference will provide attendees the opportunity for professional growth of speech language pathologists and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

Not to exceed \$22,500.00 to be paid out of Professional Development Funds

RECOMMENDATION:

It is the recommendation of the Director of Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve out-of-state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [ASHA 2022 Convention Info \(4 pages\)](#)

What's New This Year

A Message About the ASHA Convention and Louisiana

The ASHA Convention is scheduled for New Orleans, Louisiana this coming November. Recent Supreme Court rulings, as well as an array of issues in conflict with ASHA's long-standing commitment to DEI, [have raised concerns about our Louisiana location from some members](#), ([/about-the-convention/message-about-louisiana/](#)) and we have heard many calls to move, cancel or boycott the event. We are aware that some of you do not feel safe from discrimination, while others may think this is an unnecessary foray by ASHA into political issues. We respect your individual responses and decisions about participation.

2022 ASHA Convention: A Hybrid In-Person/Virtual Event

The ASHA Convention is **returning as a hybrid event** this year! The in-person event, taking place November 17-19 in New Orleans, will once again be paired with the Virtual Library of pre-recorded sessions. Check out what's new this year:

- Big schedule changes! [We are opening the Exhibit Hall EARLY on Wednesday from 4-7 p.m.](#) ([/schedule-and-program/schedule-at-a-glance/](#)), during which time we will host the Welcome (Back!) Reception. Thursday and Friday will be full days of sessions and Exhibit Hall activities. On Saturday, the Exhibit Hall will be closed and sessions will end at 2 p.m.
- We heard your feedback! We're happy to announce that the [Virtual Library will be open longer this year, from November 10-28](#). ([/schedule-and-program/virtual-library/](#)), to allow more time for you to watch sessions and earn CE credit.
- We are also looking forward to live-broadcasting the slides and audio of a limited selection of sessions from the in-person event to the Virtual Library. These sessions will not be recorded, so set aside some time to listen to these special presentations in real-time!
- We are excited to bring back live, in-person poster Q&A sessions for those joining us in New Orleans—plus, you'll still be able to access all posters virtually (poster and audio narration only, no Q&A) in the Virtual Library. In addition, we're introducing a cool, new interactive format for viewing digital posters.
- We are honored to present this year's [Annie Glenn Award to Steve and Michel Gleason](#). ([/networking/awards-ceremony/](#)), founders of Team Gleason Foundation, for their incredible work to provide solutions to individuals with communication disorders related to ALS. They are the definition of resilient and you will be so inspired by their story!

Vaccination and Masking Requirements

[Proof of full vaccination for all able and eligible individuals](#) ([/services-and-policies/vaccination-and-masking-policy/](#)) is required to register for the in-person ASHA Convention this year. Unvaccinated individuals may register, however, a negative PCR/molecular or antigen test administered onsite at the ASHA Convention will be required for participation. Registrant badges will not be mailed in advance to unvaccinated individuals; badges may only be picked up onsite after testing negative.

We strongly recommend that everyone who is able and eligible, regardless of their vaccination status, wear a mask while participating in all ASHA Convention activities. This policy is subject to change as we approach the event date and the pandemic continues to evolve, so please be prepared to wear a mask if required.

If you are unable to meet the vaccination and masking requirements, we encourage you to register for the Virtual Library.

Our 2022 Theme

Our 2022 theme, ["Reframe Your Thinking: Resilience Reinvented"](#) ([/about-the-convention/co-chair-message/](#)), is a challenge to reexamine how we think of resilience. ASHA members embody resilience. You teach resiliency skills to help your patients, clients, colleagues, and students, but never have you needed to embrace and draw upon your own knowledge and skills more than over the past couple of years. Resilience is not just an ability to learn from challenges and rebound, but an opportunity to use the foundational building blocks we all have that allow us to grow. The

path to resilience is different for everyone and draws on our unique strengths, resources, and support systems. This year we are reframing, rethinking, and reinventing resilience by appreciating our skills, celebrating our discoveries, and taking pride in how we've grown, both professionally and personally.



<https://servedbyadbutler.com/redirect.spark?>

[MID=181430&plid=1880080&setID=510145&channelID=18872&CID=691458&banID=520762804&PID=0&textadID=0&tc=1&adSize=300x250&mt=16 the-convention%2Fwhats-new-this-year%2F&hc=375daf8c70c2042353d26f295c3120a7e4b253d5&location=\)](https://www.asha.org/convention2022/whats-new-this-year?hc=375daf8c70c2042353d26f295c3120a7e4b253d5&location=)

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

About ASHA

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

About the Convention

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

Contact Us

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

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

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

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

Members: 800-498-2071

Non-Member: 800-638-8255

Connect With Us



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SECTION 1: REGISTRANT INFORMATION

NAME: _____

ASHA ACCOUNT NUMBER: _____ VACCINE VERIFICATION CODE: _____

MAILING ADDRESS: **SELECT ONE:** HOME WORK SCHOOL

STREET: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

I prefer to receive special offers and promotions from Convention Exhibitors by direct mail.

I am not interested in special offers and promotions.

I plan to report my Convention session attendance to earn ASHA CEU's/Professional Development Hours.

I require special assistance to participate in person. (You will be contacted by an ASHA representative.)

Please select all that apply: Mobility Visual Auditory Other: _____

SECTION 2: BADGE INFORMATION

FACILITY NAME: _____ CITY: _____ STATE: _____

SECTION 3: CONVENTION RATES

Which day(s) are you plan on attending? All days Thursday only Friday only Saturday only

MEMBERSHIP CATEGORIES	EARLY BIRD RATES (8/1-8/31)	ADVANCE RATES (9/1-9/30)	REGULAR RATES (10/1-10/31)	ONSITE RATES (11/1-11/20)	THURSDAY OR FRIDAY RATES (FULL DAY)	SATURDAY RATES (PARTIAL DAY; NO EXHIBITS)
Non-member	<input type="checkbox"/> \$490	<input type="checkbox"/> \$540	<input type="checkbox"/> \$590	<input type="checkbox"/> \$640	<input type="checkbox"/> \$535	<input type="checkbox"/> \$275
Member	<input type="checkbox"/> \$390	<input type="checkbox"/> \$440	<input type="checkbox"/> \$490	<input type="checkbox"/> \$540	<input type="checkbox"/> \$295	<input type="checkbox"/> \$165
Life Member	<input type="checkbox"/> \$85	<input type="checkbox"/> \$85	<input type="checkbox"/> \$85	<input type="checkbox"/> \$85	N/A	N/A
National NSSLHA/ASHA Graduate Student Member	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$165	<input type="checkbox"/> \$99
New Member	<input type="checkbox"/> \$290	<input type="checkbox"/> \$340	<input type="checkbox"/> \$390	<input type="checkbox"/> \$440	<input type="checkbox"/> \$195	<input type="checkbox"/> \$129
Clinical Fellow	<input type="checkbox"/> \$290	<input type="checkbox"/> \$340	<input type="checkbox"/> \$390	<input type="checkbox"/> \$440	<input type="checkbox"/> \$195	<input type="checkbox"/> \$129
Audiology or Speech-Language Pathology Assistant	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$165	<input type="checkbox"/> \$99
Related Professional	<input type="checkbox"/> \$490	<input type="checkbox"/> \$540	<input type="checkbox"/> \$590	<input type="checkbox"/> \$640	<input type="checkbox"/> \$395	<input type="checkbox"/> \$229
International Affiliate	<input type="checkbox"/> \$390	<input type="checkbox"/> \$440	<input type="checkbox"/> \$490	<input type="checkbox"/> \$540	<input type="checkbox"/> \$295	<input type="checkbox"/> \$165

SECTION 4: PRE-CONVENTION WORKSHOPS

WEDNESDAY, NOVEMBER 16 • 1-4 P.M.

Louisiana Resident: \$40 Non-Louisiana Resident: \$80

- PC01:** How Do I Describe That?: Advanced FEES Interpretation
- PC02:** The Entrepreneurial SLP: Steps to Starting Your Private Practice & Submitting Your First Insurance Claim
- PC03:** Linguistic Diversity, Equity, and Inclusion: Reflecting on Cultural-Linguistic Identities Through a Positive-Noncomparative Lens

Specialty Board Member: \$40
Non-Specialty Board Member: \$80

- PC04:** What to do Monday Morning: Moving Stuttering Research to Clinical Practice

Section 4 Total:
\$ _____

Section 3 Total: \$ _____

COVID-19 PERSONAL RESPONSIBILITY STATEMENT:

All in-person registrants are required to agree to the following COVID-19 Personal Responsibility Statement.

I acknowledge that ASHA cannot guarantee that I will not be exposed to or contract a Communicable Disease, such as COVID-19, at the 2022 ASHA Convention. As a participant in the upcoming ASHA Convention, I agree to abide by all established and applicable COVID-19-related requirements, advisories, policies, procedures, and protocols of the Convention Center, Hotels and ASHA, as well as the CDC, the city of New Orleans, and the State of Louisiana, and any other governmental authority for the duration of the event. I understand the risk that I may be exposed to or infected by a Communicable Disease by attending the ASHA Convention. I knowingly and freely assume all such risks, both known and unknown, and assume full personal responsibility for my participation. I release ASHA and their staff and contractors from liability should I become ill, directly or indirectly, as a result of my participation in the event.

Signature: _____

SECTION 5: MASTER CLASSES (MC)

Special Interest Group (SIG) Member: \$25* Non-SIG Member: \$50

*SIG Members receive a \$25 discount on "SIG-sponsored" Master Classes. For more information please visit bit.ly/2022Master.

THURSDAY, NOVEMBER 17

MASTER CLASS #	TIME
<input type="checkbox"/> MC01	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC02	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC03	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC04	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC05	1–3 P.M.
<input type="checkbox"/> MC06	1–3 P.M.
<input type="checkbox"/> MC07	1–3 P.M.
<input type="checkbox"/> MC08	1–3 P.M.
<input type="checkbox"/> MC09	1–3 P.M.
<input type="checkbox"/> MC10	4–6 P.M.
<input type="checkbox"/> MC11	4–6 P.M.
<input type="checkbox"/> MC12	4–6 P.M.
<input type="checkbox"/> MC13	4–6 P.M.
<input type="checkbox"/> MC14	4–6 P.M.
<input type="checkbox"/> MC15	4–6 P.M.
<input type="checkbox"/> MC16	4–6 P.M.
<input type="checkbox"/> MC17	4–6 P.M.

FRIDAY, NOVEMBER 18

MASTER CLASS #	TIME
<input type="checkbox"/> MC18	8–10 A.M.
<input type="checkbox"/> MC19	8–10 A.M.
<input type="checkbox"/> MC20	8–10 A.M.
<input type="checkbox"/> MC21	8–10 A.M.
<input type="checkbox"/> MC22	8–10 A.M.
<input type="checkbox"/> MC23	8–10 A.M.
<input type="checkbox"/> MC24	8–10 A.M.
<input type="checkbox"/> MC25	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC26	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC27	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC28	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC29	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC30	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC31	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC32	10:30 A.M.–12:30 P.M.
<input type="checkbox"/> MC33	1:15–3:15 P.M.
<input type="checkbox"/> MC34	1:15–3:15 P.M.
<input type="checkbox"/> MC35	1:15–3:15 P.M.
<input type="checkbox"/> MC36	1:15–3:15 P.M.
<input type="checkbox"/> MC37	1:15–3:15 P.M.
<input type="checkbox"/> MC38	3:45–5:45 P.M.
<input type="checkbox"/> MC39	3:45–5:45 P.M.
<input type="checkbox"/> MC40	3:45–5:45 P.M.
<input type="checkbox"/> MC41	3:45–5:45 P.M.
<input type="checkbox"/> MC42	3:45–5:45 P.M.

SATURDAY, NOVEMBER 19

MASTER CLASS #	TIME
<input type="checkbox"/> MC43	9:30–11:30 A.M.
<input type="checkbox"/> MC44	9:30–11:30 A.M.
<input type="checkbox"/> MC45	9:30–11:30 A.M.
<input type="checkbox"/> MC46	9:30–11:30 A.M.
<input type="checkbox"/> MC47	9:30–11:30 A.M.
<input type="checkbox"/> MC48	9:30–11:30 A.M.
<input type="checkbox"/> MC49	9:30–11:30 A.M.
<input type="checkbox"/> MC50	9:30–11:30 A.M.

SIG Member:

_____ courses x \$25 ea. = \$ _____

Non-SIG Member:

_____ courses x \$50 ea. = \$ _____

Section 5 Total:

\$ _____

SECTION 6: SPECIAL EVENT TICKETS

(NON-REFUNDABLE AFTER NOVEMBER 1, 2022)

THURSDAY, NOVEMBER 17 • 7:30 P.M.

ASHA Fundraiser: \$125

Section 6 Total:

\$ _____

SECTION 7: ASHA EATS CARD

Pay \$30 for a \$50 ASHA Eats card that may be used at any Convention Center concession stand.

\$30

Section 7 Total:

\$ _____

SECTION 8: DONATIONS

I would like to make a \$ _____ (tax-deductible) donation to:

- ASHA PAC
 Student Fund
 ASHA Foundation

Section 8 Total:

\$ _____

SECTION 9: PAYMENT

Total Sections 3-8. **Payment must accompany your registration form.**

Your "TOTAL PAYMENT" may be adjusted if your registration is not postmarked on or before the registration deadlines shown.

Section 3: \$ _____

Section 4: \$ _____

Section 5: \$ _____

Section 6: \$ _____

Section 7: \$ _____

Section 8: \$ _____

TOTAL PAYMENT:

\$ _____

METHOD OF PAYMENT

CHECK: PAYABLE TO ASHA CHARGE: VISA MASTERCARD DISCOVER

CARD NUMBER: _____

EXPIRATION DATE: _____ CVV: _____

CARDHOLDER NAME: _____

CARDHOLDER SIGNATURE: _____

I authorize ASHA/Spargo, Inc. to charge my account for the "total payment" amount shown above.

NOTE: Confirmation emails are sent out within 7 business days of receipt of this form. If you do not receive your confirmation email, please call 877-585-6005.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 05, 2022

Agenda Section: Section C: Consent Agenda

Ratification of the District's Submission of the 2022-23 Consolidated Application for Funding (Mitchell/Crandall Plasencia)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical funds from various federal programs to school districts throughout California.

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

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

The District submitted the Consolidated Application prior to the deadline of September 12, 2022. Due to the process and timeline of completing the Consolidated Application, it is necessary to submit the required information prior to having access to the completed report, hence the request for the ratification.

FISCAL IMPACT:

Submission of application makes the district eligible for federal categorical funds for the 2022-23 fiscal year.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2022-2023 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: [Consolidated Application 2022-23 Certification of Assurances \(7 pages\)](#)
[2022-23 Nonprofit Private School Consultation Certification Report \(2 pages\)](#)

2022–23 Certification of Assurances

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

CDE Program Contact:

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

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Valerie Mitchell
Authorized Representative's Signature	
Authorized Representative's Title	Interim Asst. Superintendent Business & Fiscal
Authorized Representative's Signature Date	09/11/2022

*****Warning*****

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

2022–23 Protected Prayer Certification

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

CDE Program Contact:

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

Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Anabolena DeGenna
Authorized Representative's Title	Associate Superintendent, Educational Services
Authorized Representative's Signature Date	09/12/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

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

Initial Application

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

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

Returning Application

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

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	08/29/2022
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Anabolena DeGenna
Authorized Representative's Title	Associate Superintendent, Educational Services

*****Warning*****

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2022–23 Application for Funding

CDE Program Contact:

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

Local Governing Board Approval

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

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

District English Learner Advisory Committee Review

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

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

Application for Categorical Programs

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

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

*****Warning*****

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2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	7,233
Estimated English learner student program allocation	\$904,848

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$380,000
Program and other authorized activities	\$248,000
English Proficiency and Academic Achievement	\$97,000
Parent, family, and community engagement	\$116,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$15,300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$48,548
Total budget	\$904,848

*****Warning*****

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2022–23 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	274
Estimated immigrant student program allocation	\$41,333

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$39,200
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,133
Total budget	\$41,333

*****Warning*****

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies.

*****Warning*****

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2022–23 Nonprofit Private School Consultation

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

CDE Program Contact:

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

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

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

Private School's Believed Results of Consultation Allowable Codes

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

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

Add non-attendance area school(s)

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

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2022–23 Nonprofit Private School Consultation

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

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Assistance League	6997837	14	Y	N	N		N
Mrs.Fisher’s Academy	6162101	8	N				N
New Harvest Christian School	7093677	144	Y	N	N		N
Our Lady of Guadalupe Parish School	6965768	106	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	213	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	201	Y	Y	Y	Y1	N

Warning

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 05, 2022

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Torres)

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 Director, Certificated Human Resources, and the Director, Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 10.05.22 \(3 pgs\).pdf](#)
[Certificated Personnel Actions 10.05.22 \(1 pg\).pdf](#)

CLASSIFIED PERSONNEL ACTIONS

New Hires

Acosta Gastelum, Kimberly P.	Paraeducator – General Education, Position #11306 Rose Avenue 6.0 hrs./183 days	09/20/2022
Campos Garcia, Carolina	Campus Assistant, Position #11311 Curren 5.0 hrs./180 days	09/21/2022
Cendejas, Roberto	Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	10/4/2022
Delgado, Elvia	Campus Assistant, Position #6818 Chavez 4.25 hrs./180 days	09/12/2022
Fogel, Melanie K.	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	09/20/2022
Garcia Lopez, Maria D.	Paraeducator – General Education, Position #11305 Lemonwood 6.0 hrs./183 days	09/14/2022
Gonzalez, Anita L.	Outreach Specialist, Position #2686 Ritchen 8.0 hrs./180 days	09/19/2022
Landeros Fernandez, Maria Guadalupe	Paraeducator – General Education, Position #10678 Ramona 8.0 hrs./183 days	09/19/2022
Morado, Maria Del Socorro	Paraeducator – General Education, Position #11304 Chavez 6.0 hrs./183 days	09/26/2022
Moreno, Hailey K.	Paraeducator – General Education, Position #11277 Sierra Linda 6.0 hrs./183 days	09/12/2022
Moreno Salas, Angelica	Paraeducator – General Education, Position #7844 Pupil Services 5.75 hrs./183 days	09/13/2022
Ramirez, Ivy	Child Nutrition Worker, Position #2847 Lopez 4.5 hrs./185 days	09/19/2022
Valencia, Andrea	Office Assistant II, Position #10617 Elm 8.0 hrs./203 days	09/19/2022

Limited Term/Substitutes

Chavez, Emilio	Clerical (substitute)	08/31/2022
Clemons, Adriana	Paraeducator (substitute)	09/20/2022
Cortez, Jessica	Clerical (substitute)	09/14/2022
Flores, Jessica	Paraeducator (substitute)	09/14/2022
Gomez O'Campo, Gwenavere A.	Campus Assistant (substitute)	09/06/2022
Gonsalves, Devin R.	Clerical (substitute)	08/31/2022
Gonzalez, Delia	Clerical (substitute)	09/07/2022
Hernandez-Velazquez, Juan J.	Custodian (substitute)	09/13/2022
Maldonado, Itanidehui	Paraeducator (substitute)	09/06/2022
Oros, Jonathan O.	Clerical (substitute)	09/13/2022
Pinedo, Crystal	Clerical (substitute)	09/15/2022
Soto, Jocelyn	Paraeducator (substitute)	09/14/2022
Torres, Jacqueline	Clerical (substitute)	09/07/2022

Exempt

Maldonado, Itanidehui	AVID Tutor	09/06/2022
Restrepo-Taborda, Sergio	AVID Tutor	09/13/2022

Urwick, Elizabeth AVID Tutor 09/19/2022

Promotions

Guerrero, Francisco S. Maintenance Worker II, Position #11260 09/06/2022
Grounds 8.0 hrs./246 days

Maintenance Worker I, Position #5844
Grounds 8.0 hrs./246 days

Pelayo, Diana V. Outreach Specialist, Position #2687 09/19/2022
McAuliffe 8.0 hrs./180 days
Intermediate School Secretary, Position #2669
Soria 8.0 hrs./192 days

Transfers

Bedolla, Ana L. Campus Assistant, Position #10754 09/23/2022
Frank 5.25 hrs./180 days

Campus Assistant, Position #3038
Rose Avenue 4.5 hrs./180 days

De Loera, Candelaria N. Risk Management Specialist, Position #97 09/09/2022
Risk Management 8.0 hrs./246 days

Risk Management Specialist, Position #10290
Risk Management 8.0 hrs./246 days

Frias Perez, Veronica Child Nutrition Worker, Position #2054 09/06/2022
Kamala 5.5 hrs./185 days

Child Nutrition Worker, Position #2854
Ramona 5.0 hrs./185 days

Jasso, Dimna I Child Nutrition Worker, Position #288 09/26/2022
Marshall/Itinerant 5.5 hrs./185 days

Child Nutrition Worker, Position #2020
Marshall 5.0 hrs./185 days

Ortiz de Montoya, Maria D Child Nutrition Worker, Position #1830 09/26/2022
Marshall/Itinerant 5.0 hrs./185 days

Child Nutrition Worker, Position #2840
Marshall 5.0 hrs./185 days

Return from Leave of Absence

Zamarripa, Juan Custodian, Position #1220 09/19/2022
Brekke 8.0 hrs./246 days

Release from Probation

11546 Paraeducator – Special Education, Position #10855 09/20/2022
Special Education 5.75 hrs./183 days

Resignations

Arroyo Hernandez, Maria I District Translator, Position #7259 10/3/2022
Special Education 8.0 hrs./246 days

Cano, Valerie Language Assessment Technician, Position #2439 09/26/2022
Enrollment Center 5.5 hrs./246 days

Keshmiri, Andrew	Special Education Data Technician, Position #9283 Special Education 8.0 hrs./246 days	09/12/2022
Plascencia, Mayra	Office Assistant/Switchboard Operator, Position #482 Superintendent's Office 8.0 hrs./246 days	09/23/2022
Polanco, Jacqueline	Campus Assistant, Position #3032 Ramona 4.5 hrs./180 days	09/09/2022
Verduzco, Brittany L.	Human Resources Analyst, Position #10179 Personnel Commission 8.0 hrs./246 days	09/16/2022

Retirement

Haidet, Susan	Accounting Specialist III, Position #5565 Budget & Finance 8.0 hrs./246 days	11/30/2022
Madueno, Margarita	Child Nutrition Worker, Position #2154 Kamala 5.5 hrs./185 days	12/30/2022
Sanchez, Rosa	Child Nutrition Cafeteria Coordinator, Position #2173 Ritchen 8.0 hrs./189 days	09/30/2022

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

Avalos, Valentina	Intervention Specialist Provider	2022/2023 School Year
Christensen, Elsa	Intervention Specialist Provider	2022/2023 School Year
Haavaldsen, Lynn	Intervention Specialist Provider	2022/2023 School Year
Jose, Victoria	Intervention Specialist Provider	2022/2023 School Year
Kallen, Daniel	Teacher, ELA	2022/2023 School Year
Lopez, Marilu	Intervention Specialist Provider	2022/2023 School Year
Marabian, Barbara	Teacher, Math	2022/2023 School Year
Avila, Adreena	Substitute Teacher	2022/2023 School Year
Balfour, Jessica	Substitute Teacher	2022/2023 School Year
Becerra, Rachel	Substitute Teacher	2022/2023 School Year
Biederman, Alisa	Substitute Teacher	2022/2023 School Year
Carabajal, Alexandria	Substitute Teacher	2022/2023 School Year
Corona, Annette	Substitute Teacher	2022/2023 School Year
Cortez, Samantha	Substitute Teacher	2022/2023 School Year
De La Cruz, Laura	Substitute Teacher	2022/2023 School Year
Hernandez, Estephanie	Substitute Teacher	2022/2023 School Year
Lopez, Angel	Substitute Teacher	2022/2023 School Year
Melago, Justin	Substitute Teacher	2022/2023 School Year
Mullins, Lorris	Substitute Teacher	2022/2023 School Year

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 05, 2022

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Carroll/Torres)

Establish

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 6735 to be established in the Special Education department. 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 2256 to be established at Lopez 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 8015 to be established at McAuliffe School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2682 to be established at Rose Ave. 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 4 Paraeducators – Special Education: \$5,333 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. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-140 – Behavior Insights Inc. (DeGenna/Jefferson)

Behavior Insights Inc. will provide Independent Educational Evaluator services to Oxnard School District, Special Education Department, during the 2022-2023 academic school year. Services to include:

- Classroom and Specific Student Consultations
- School District Trainings
- Expert Witness Fees
- Assessments: includes observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours)

Term of the Agreement: October 6, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$20,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-140 with Behavior Insights Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-140, Behavior Insights Inc. \(13 Pages\)](#)
- [Rate Sheet \(1 Page\)](#)
- [Certificate of Insurance \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-140

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of October 2022 by and between the Oxnard School District (“District”) and Behavior Insights Inc. (“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 October 6, 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 Twenty Thousand Dollars (\$20,000.00), 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 [X] 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: Daniel Jefferson
Phone: 805.385.1501, x2175
Fax: 805.385.1509

To Consultant: Behavior Insights Inc.
6345 Balboa Blvd., Suite 163
Encino, CA 91316
Attention: Tammy Van Fleet
Phone: (805) 506.3390
Email: tvanfleet@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).

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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:

BEHAVIOR INSIGHTS INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-140

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-140

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL/RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL/RATE SHEET**

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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
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 #22-140

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-140

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), 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 \$20,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-140

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-140

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 #22-140

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 #22-140

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-140

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with 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, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Tel: 805.506.3390
www.drtammyvanfleet.com
6345 Balboa Blvd. Suite 163 Encino, CA 91316

School District Rate Information

- 1. Classroom and Specific Student Support.....\$275 (hourly rate)
- 2. Inclusion Support Services.....\$250 (hourly rate)
- 3. Half-day Training.....\$1000
- 3. One-Day Training..... \$1500
- 4. Two-Day Training.....\$3000
- 5. Four-Day Training.....\$6000
- 6. Expert Witness.....\$500 (per hour)
(Includes: record review, observations, prep, and appearance to testify)
- 7. Functional Behavior Assessment.....\$3500
(Includes: record review, observations, interviews, writing the report, and IEP up to 3hrs of IEP attendance)
- 8. School-Based Inclusion Assessment.....\$2500
(Includes: record review, observations, interviews, writing the report, and up to 4hrs of IEP meeting attendance)
- 9. Social Skills Assessment.....\$2500
- 10. Individualized Aide Needs Assessment.....\$2000
(Includes: record review, observations, interviews, writing the report, and up to 3hrs of IEP meeting attendance)
- 11. ABLLS-R Assessment.....\$3000
(Includes: record review, observations, interviews, writing the report, and IEP up 3hrs of IEP meeting attendance)

CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF THE MASTER POLICYHOLDER

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

Coverage Reference No: 21118

1. Named Insured: Dr Tammy Van Fleet
Behavior Insights, Inc.
6345 Balboa Blvd., Suite 163, Encino, CA 91316, US.

Additional Insureds: TFO REVA Harbor Encino
c/o Tiarna Real Estate Services 6345 Balboa Blvd.Suite 280 Encino CA 91316
Simi Valley Unified School District
101 West Cochran Streed Simi Valley CA 93065
Conejo Unified School District
1400 East Janss Road Thousand Oaks CA 91360

2. Membership Number: 55769

Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503

Master Policy Number: B0572MR22WI08

3. Policy Period: The Policy Period shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid membership with the Master Policyholder during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

From: 13TH MARCH 2022

To: 13TH MARCH 2023

Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

4. Policy Administrator: Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
ProgramServices@Huntington.com

5. Limits of Liability:

1. Professional Liability Section

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

- | | |
|---|-------------|
| a. Each Claim including Claims Expenses | \$1,000,000 |
| But sublimited to: | |
| i. Sexual/Physical Misconduct Each Claim | \$25,000 |
| including Claims Expenses | |
| b. Aggregate including Claims Expenses | \$3,000,000 |
| But sublimited to: | |
| i. Sexual/Physical Misconduct Aggregate | \$75,000 |
| including Claims Expenses | |

2. General Liability Section		
Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability)		
a.	Each Claim including Claims Expenses	\$0
	But sublimited to:	
i.	Fire Legal Liability (Insuring Agreement I.A.3.) each Claim including Claims Expenses	\$0
b.	Aggregate including Claims Expenses	\$0
3. Products/Completed Operations Section		
Limit of Liability for Insuring Agreement I.A.4., (Products/Completed Operations Liability),		
a.	Each Claim including Claims Expenses	\$0
b.	Aggregate including Claims Expenses	\$0
4. Computer Information Security Liability Section		
Limit of Liability for Insuring Agreement I.A.5., (Computer Information Security Liability),		
a.	Each Claim including Claims Expenses	\$0
b.	Aggregate including Claims Expenses	\$0
5. Privacy Liability Section		
Limit of Liability for Insuring Agreement I.A.6., (Privacy Liability),		
a.	Each Claim including Claims Expenses	\$0
b.	Aggregate including Claims Expenses	
	But sublimited to:	
i.	Aggregate for the Policy Period for all Privacy Violation costs covered under Insuring Agreement I.A.6.	\$0
6. Policy Aggregate Limit of Liability		\$3,000,000
The Limits of Liability stated under 1, 2, 3, 4 and 5 above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated under this Section 6.		

The Limits of Liability under Item 5. shall apply separately to each Section. Under no circumstances shall any one **Claim** trigger multiple sections.

6. Retroactive Dates:	Professional Liability: 22ND FEBRUARY 2022
7. Terrorism Coverage:	No
8. Waiver of Subrogation:	No
9. Territory:	Worldwide
10. Notification under this Policy:	Huntington Insurance Inc Michael Dercoli, CPCU, CIC Senior Sales Executive 23 Federal Plaza W Youngstown, OH, 44503 Tel: 866-318-5028 Fax: 877-243-0712 Email: ProgramServices@Huntington.com
11. Notice of Claim or Circumstances:	Claims Department Beazley Group 30 Batterson Park Road, Farmington CT 06032 Email: uspeclaims@beazley.com Tel: 888-222-1123 Fax: 866-910-1397 When reporting a claim please provide Program Name (ABAI US) and Master Policy Number B0572MR22WI08

The Master Policy contains the following exclusions:

1. Exclusions applicable to Insuring Agreement I.A.1 (Professional Liability)

- a. **Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f. Financial or investment advice
- g. Libel or slander
- i. No valid license for the performance of **Professional Services**
- j. Rendering or failing to render **Professional Services** to **Professional Athletes**

2. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).

- a. **Claims** arising out of the rendering or failing to render **Professional Services**;
- b. Use of force expected or intended from the standpoint of the **Insured**;
- c. Ownership, maintenance, operation, use, loading or unloading of any **Automobile**, aircraft or watercraft.
- d. Transportation of **Mobile Equipment** by any **Automobile**;
- e. Alcoholic beverages;
- f. **Personal Injury** to any **Employee**;
- g. **Property Damage** to property owned, rented or temporarily occupied by the **Insured**, personal property in the care, custody and control of the **Insured**;
- h. Recall
- i. **Claims** against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- j. Employee Retirement Income Security Act 1974 and amendments
- k. **Claim** or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- l. **Claim** or circumstance known to the Insured prior to the inception date
- m. Acts, error, omissions or **Accidents** which first took place prior to the Retroactive Date
- n. Discrimination
- o. Insolvency or Bankruptcy of the **Insured**
- p. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- q. Employer-employee relations, policies, practices, acts or omissions.
- r. Violation of Securities Acts, of Racketeer Influenced and Corrupt Organizations Act
- s. Anti-trust
- t. Regulatory actions
- u. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless covered under Insuring Agreement I.A.2.
- v. Product Liability
- w. Pharmacy services
- x. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- y. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- z. **Insured vs Insured**
- aa. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of Liability.

If any payment is made under the Master Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident or event giving rise to a **Claim** to prejudice such rights.

By acceptance of the attached Master Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that the Master Policy is issued in reliance upon the truth thereof.

NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY BE MADE EITHER VERBALLY OR IN WRITING.

IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 10 OF THIS CERTIFICATE OF INSURANCE.

NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO ANY INSURED.

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-142, USC – Department of Otolaryngology (DeGenna/Jefferson)

USC – Department of Otolaryngology will provide professional development training for Special Education Deaf and Hard of Hearing teachers during the 2022-2023 school year.

Term of Agreement: October 6, 2022 through June 30, 2023

FISCAL IMPACT:

\$5,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-142 with USC – Department of Otolaryngology.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-142, USC - Dept. of Otolaryngology \(9 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-142

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made as of the 5th day of October 2022, (the “**Effective Date**”) by and between USC Care Medical Group, Inc. (hereinafter “**USC**”), and the Oxnard School District (hereinafter “**District**”).

WHEREAS, District desires to obtain USC’s services; and

WHEREAS, USC desires to perform such services for District pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **Services.** During the Term (as defined in Section 11 below), USC agrees to perform the services (the “**Services**”) described on Exhibit A attached hereto and incorporated herein by this reference (the “**Statement of Work**”) which shall also include, without limitation, such other terms and conditions as the parties deem appropriate or necessary for the performance of the Services. To the extent that the terms and conditions of this Agreement and the Statement of Work conflict, the terms and conditions set forth in the Statement of Work shall control.
2. **Payment.** In consideration of the performance of the Services, District shall pay USC the amounts set forth in Exhibit A. Except as otherwise set forth in Exhibit A, USC shall submit an invoice to District within ten (10) days following the completion of any month during which USC performed Services for District. District agrees to pay the amounts on such invoice within thirty (30) days from District’s receipt of such invoice. District shall notify USC in writing of any disputed charges and the parties shall work in good faith to resolve any such disputes. All amounts paid under this Agreement will be in U.S. Dollars.
3. **Expenses.** Except as set forth in Exhibit A or as may otherwise be agreed by the parties, District shall reimburse USC for reasonable out-of-pocket expenses incurred in connection with the performance of Services hereunder, subject to USC furnishing District with receipts supporting such expenses. The parties agree that the consideration set forth in Section 2 above and herein shall be net of any taxes, duties or surcharges any kind that is required to be paid or withheld with respect to the sale or provision of Services under this Agreement.
4. **Intellectual Property Rights.** District hereby acknowledges and agrees that all data, materials, content of the data and materials, know-how, deliverables, techniques, algorithms and other intellectual property owned or developed by USC, in whole or in part, whether or not provided to District hereunder, shall in all cases remain the sole and exclusive property of USC, as shall all improvements, modifications and enhancements to any of the foregoing. District will not, at any time during or after the Term, disclose, license, transfer, or sell such intellectual property to any person or entity. Nothing in this Agreement shall grant or confer any ownership interest in USC’s intellectual property to District.
5. **Publication.** USC shall have the right, at its discretion, to release information or to publish any material resulting from the work contemplated hereby, provided that such right shall not include the right to publish Confidential Information.
6. **Independent Contractor.** In rendering the Services, USC will act as an independent contractor and the method and techniques of performance shall rest in USC’s discretion. It is understood that neither USC nor District intends that USC shall be, or be deemed to be, an employee or agent of District during the Term of this Agreement.

7. **Representations and Warranties.**

- a. USC represents and warrants that it will perform the Services in a professional and workmanlike manner consistent with the requirements set forth in this Agreement and in the Statement of Work;
- b. USC represents and warrants that it has the right to enter into this Agreement and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements that would prevent USC from performing under this Agreement.

8. **Assignment and Subcontracting.** This Agreement shall not be assignable by either party, except to an affiliate of such party. Any other attempted assignment by a party shall be void and of no effect. USC shall notify District if USC utilizes any subcontractors or third party contractors in connection with the provision of Services under this Agreement. USC's use of a subcontractor shall not relieve USC from responsibility under this Agreement, and USC shall be fully responsible for all acts and omissions of USC's subcontractors (which will be deemed to be USC's acts and omissions under this Agreement).

9. **Confidentiality.** Each party agrees: (i) not to disclose the Confidential Information (as defined below) of the other party to third parties (excluding a party's agents or representatives); (ii) not to use the Confidential Information except in furtherance of the purposes of this Agreement; (iii) that the Confidential Information of a party is and shall remain the property of the disclosing party; and (iv) to return or destroy, at the request of the disclosing party, the other party's Confidential Information upon termination of this Agreement. "Confidential Information" shall specifically include, without limitation, all inventions, copyrighted material, patents, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of a party; provided, however that "Confidential Information" shall not include (a) information which is or becomes generally known to the public through no act or omission of the receiving party, (b) information which has been or hereafter is lawfully obtained by the receiving party from a source other than the disclosing party so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality at the time such Confidential Information was or is disclosed to the receiving party, or (c) information that is developed independently and without reliance on the Confidential Information. The confidentiality obligations of each party will survive expiration or termination of this Agreement.

10. **Choice of Law and Dispute Resolution.** This Agreement shall be governed by and construed under the laws of the state of California, without regard to conflict of law principles. The parties believe that most disagreements can be resolved informally through cooperative, good faith discussion. In the event that we cannot resolve a dispute through discussion, any disputes arising in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services ("JAMS") or successor organization for binding arbitration in Los Angeles, California by a single arbitrator. The parties also agree to waive their right to a jury or court trial. The arbitrator shall be selected based on agreement by the parties within forty-five (45) days of the filing of an arbitration demand with JAMS by any party hereto; if the parties are unable to agree on an arbitrator within that timeframe, JAMS will select a neutral arbitrator pursuant to JAMS's then current procedures. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

11. **Term and Termination.** This Agreement shall be effective from the date first written above through the scheduled completion of the services provided herein as described in Exhibit A (the “**Term**”), subject to termination as provided herein. Either party may terminate this Agreement in the event of a breach of this Agreement by the other party upon at least thirty (30) days written notice to the other party (provided such termination shall be effective only if such breach is not cured within such 15 day period). In the event of termination or expiration of this Agreement for any reason, (a) District shall pay USC for Services actually performed up through the effective date of such termination which have not been previously paid; (b) USC shall promptly provide to District any and all work product developed for District under this Agreement (whether complete or in progress and including but not limited to elements such as underlying source code, files and other components) prepared and/or developed by USC as of the effective date of termination; and (c) USC shall return any and all proprietary and/or confidential materials of District in accordance with Section 7, except that USC may retain one copy for archival purposes.

12. **Enforceability.** If any provision of this Agreement is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not be void, but rather, the subject provision shall be limited to the extent enforceable by law.

13. **Waiver.** No delay or failure by either party to exercise any right, remedy or power herein shall impair such party’s right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.

14. **Force Majeure.** Except for District’s payment obligation, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, medical epidemic or pandemic, government imposed quarantine, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.

15. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than District and USC any right, benefit or remedy or any nature whatsoever under or by reason of this Agreement.

16. **Notices.** Any notices required to be sent pursuant to this Agreement shall be sent by certified or registered mail or by nationally recognized overnight courier to the address specified below.

If to District:

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030
 Attn: Danielle Jefferson

If to USC:

USC Care Medical Group, Inc.

 Attn: _____

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

17. **Publicity.** Neither party shall use the name, logo, trademark or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

18. **Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, USC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT WILL USC'S LIABILITY HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID TO USC BY DISTRICT UNDER THIS AGREEMENT.

19. **Entire Agreement; Modification.** This Agreement constitutes the complete and entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter. This Agreement may be modified or amended only by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OXNARD SCHOOL DISTRICT

USC CARE MEDICAL GROUP, INC.

By: _____
Name: Lisa A. Franz
Title: Director, Purchasing

By: _____
Name: _____
Title: _____

Exhibit A

Scope of Practice:

Training provided by the USC Department of Otolaryngology/ Head & Neck Surgery Caruso Family Center for Childhood Communication Educational Specialist for professionals serving children who are deaf and hard of hearing in the Oxnard School District.

Training provided by Debra Schrader, Ed.D., LSLIS Cert. AVT Educational Specialist in the Caruso Family Center for Childhood Communication.

PURPOSE OF THE TRAINING: This training will provide teachers of the deaf and hard of hearing, early interventionists, and speech-language pathologists in the Oxnard School District and Ventura County SELPA with best practices in assessing speech-language development in children who are deaf and hard of hearing using sensory devices to develop listening and spoken language.

TRAINING OBJECTIVES:

At the end of the session, professionals will identify roles of the speech-language pathologist and teachers of the deaf and hard of hearing during evaluation of present performance levels across developmental domains.

At the end of the session, professionals will determine age-appropriate assessment tools to evaluate competencies in (1) auditory skill development, (2) auditory performance, (3) auditory perception, (4) articulation and speech sound production, (5) semantics, (6) syntax, (7) pragmatics and discourse, (8) thinking and reasoning, (9) adaptive behavior, (10) visual perceptual skills, (11) reading, and (12) writing abilities.

At the end of the session, professionals will demonstrate an ability to review a formal assessment plan and identify risks associated with incomplete data collection when developing individual educational programs.

At the end of the session, professionals will demonstrate an ability to create an assessment plan for a child who is deaf and hard of hearing using sensory devices to acquire listening and spoken language when provided a case history.

Date of service:

TBD 6.0 hours training at a rate of \$1,500

Speech Therapy Program:

The USC Caruso Family Center for Childhood Communication provides comprehensive assessments, diagnostic hearing evaluations, hearing aid fittings, cochlear implant evaluations, mapping, programming, ongoing treatment and management of hearing loss, speech and language evaluations, and speech and language therapy for children who are deaf and hard of hearing.

Speech therapy services: Our speech language pathologist provides individual therapy for children who are deaf and hard of hearing. Children attend weekly 60-minute scheduled therapy sessions accompanied by their parents. Parents are encouraged to be active participants throughout the therapy session. Treatment includes the following intervention:

- Dynamic observations, formative and summative assessments during the therapy cycle of intervention, and conducting formal assessments of language impairments to diagnose delays in receptive and expressive language development
- Design, implement and document intervention to address delays in receptive and expressive language development
- Design, implement and document intervention to address delays in language literacy related skills to include semantics, morphology, syntactic, and phonological aspects of literacy disorders
- Integrates academic goals (referenced to the California Common Core State Standards) during intervention sessions
- Design, implement and document intervention to address articulation delays, delays in phonological processes, motor planning and execution to improve speech intelligibility in children who are deaf and hard of hearing
- Design, implement and document intervention to address delays in cognition, executive function, problem solving skills, and theory of mind in children who are deaf and hard of hearing
- Design, implement and document intervention to address auditory skill development, i.e., detection, discrimination, identification and comprehension, in addition to auditory memory and auditory analysis to support effective hearing aid use, use of bone-anchored hearing devices or cochlear implants
- Design, implement and document intervention to address issues related to resonance, hypernasality, hyponasality, culdesac resonance, and forward focus in children who are deaf and hard of hearing
- Counsel parents on communication approaches to include the use AAC devices, objects, picture exchanges, Conceptually Accurate Sign Language, Cued Speech, American Sign Language, oral communication, and auditory verbal therapy.
- Counsel parents on the effects of **potential etiologies of communication and swallowing disorders include that adversely influence the development of oral**

language in children who are deaf and hard of hearing retrieved from ASHA
9/16/2019 <https://www.asha.org/policy/SP2016-00343/#Domains>

- neonatal problems (e.g., prematurity, low birth weight, substance exposure);
- developmental disabilities (e.g., specific language impairment, autism spectrum disorder, dyslexia, learning disabilities, attention-deficit disorder, intellectual disabilities, unspecified neurodevelopmental disorders);
- disorders of aerodigestive tract function (e.g., irritable larynx, chronic cough, abnormal respiratory patterns or airway protection, paradoxical vocal fold motion, tracheostomy);
- oral anomalies (e.g., cleft lip/palate, dental malocclusion, macroglossia, oral motor dysfunction);
- respiratory patterns and compromise (e.g., bronchopulmonary dysplasia, chronic obstructive pulmonary disease);
- pharyngeal anomalies (e.g., upper airway obstruction, velopharyngeal insufficiency/incompetence);
- laryngeal anomalies (e.g., vocal fold pathology, tracheal stenosis);
- neurological disease/dysfunction (e.g., traumatic brain injury, cerebral palsy, cerebrovascular accident, dementia, Parkinson's disease, and amyotrophic lateral sclerosis);
- psychiatric disorder (e.g., psychosis, schizophrenia);
- genetic disorders (e.g., Down syndrome, fragile X syndrome, Rett syndrome, velocardiofacial syndrome); and
- Orofacial myofunctional disorders (e.g., habitual open-mouth posture/nasal breathing, orofacial habits, tethered oral tissues, chewing and chewing muscles, lips and tongue resting position)

Infant/preschool Habilitation Program:

Our center works closely with the John Tracy Center and local education agencies that provide Early Start, early intervention services for infants and toddlers who are deaf and hard of hearing. Our center also works collaboratively with the individual case managers who oversee the implementation of the Individual Family Service Plan (IFSP) held by the California Regional Centers in Southern California. These centers include the Frank D. Lanterman Regional Center, Palmdale Regional Center, Inland Regional Center, North Los Angeles Regional Center, South Central Regional Center, West San Gabriel Valley Regional Center, Harbor Regional Center, San Gabriel/Pomona Regional Center, West Side Regional Center, Tri-Counties Regional Center, and the Kern Regional Center.

We provide aural habilitation and speech-language therapy for infants and toddlers who are deaf and hard of hearing. Children are accompanied by their parents to the clinic for weekly 60-minute sessions. Our therapists work on joint attention, turn taking, auditory comprehension, full time device use, developmentally appropriate play skills, singing, routines, shared book reading, and early communication development during these sessions. Parents are encouraged to be active participants (by gradually releasing the responsibility to the parent during the session for conducting an activity) to increase parent motivation, confidence and carry-over in the home environment so the child transfers and generalizes early understandings acquired in the clinic to the home environment.

Our current speech-language pathologist, Lori Wagner, and our educational specialist are fluent in sign language. Children can be supported during the therapy session using the same communication approach utilized in school programs and in the home environment.

Parent Education:

Parent education is a primary focus at the University of Southern California Caruso Family Center during all clinical appointments. Clinical audiologists routinely counsel families of children who are deaf and hard of hearing following diagnosis and confirmation of hearing loss. Families are encouraged to use resources provided by all providers, including the audiologists, speech-language pathologist, and educational specialist. Translation services are provided during all clinical appointments when English is not the primary language spoken by the parent attending the appointment. Clinicians routinely check parental comprehension of content shared during appointments. The educational specialist may see families several times during a calendar year, to reiterate, re-explain, scaffold information to empower parents of children who are deaf and hard of hearing.

During the summer, the CFC clinical faculty and research faculty conduct a summer literacy intervention program, “Come Read with Me at USC.” Children ages 5;0-8;11 are enrolled in 12 three-hour literacy intervention sessions taught by certified teachers of the deaf and hard of hearing. We offer parents 12 hours of adult learning seminars which review how children learn to read and write. Evidence-based strategies are reviewed with the families. Parents acquire knowledge in phonological awareness, learn how to effectively conduct dialogic and shared reading experiences, and strategies for increasing child confidence and motivation to write.

Parents are provided with information regarding community-based sign language classes, advocacy groups, and the Parent Links organization. Parents are provided with information regarding the John Tracy Center distance learning, Summer International Sessions, and the Baker Institute at Stanford University. Parents of school-age children are also provided with information regarding community programs, to include literacy and speech-language intervention available through the No Limits Program in Culver City and Oxnard.

The educational specialist upon request conducts professional training throughout Southern California. Training provided emphasizes the listening, language, literacy, and academic needs of children who are deaf and hard of hearing. Evidence-based strategies are routinely provided.

Aural Habilitation:

Aural habilitation, cycles of auditory verbal therapy or speech-language therapy are offered to children, teens, and adults who receive new technology, including hearing aids and cochlear implants when referred by the child’s managing audiologist. Habilitation services are typically offered in 6-week or 18-week cycles depending on child, teen, or adult need. These services focus on increasing speech awareness and speech perception skills. This training helps a child or an adult attach meaning to sound and is often essential when learning to discriminate one word from another. Auditory perception training will also include developing skills in

hearing with hearing aids and assistive listening devices and how to handle easy and difficult listening situations. Children, teens, and adults will be encouraged to develop a strong auditory feedback loop to aid in production of speech sounds (by themselves, in words, and in conversation), voice quality, speaking rate, breath control, loudness, and speech rhythms.

Parents are encouraged to attend all therapy sessions. Reinforcement lessons and carry-over activities are recommended by the speech-language pathologist or auditory verbal therapist.

.At the conclusion of a cycle of therapy, treatment goals are reviewed with the parent and child to determine continued need or to dismiss from services if and when appropriate.

Counseling:

Our clinical audiologists meet with families of newly identified children who are deaf or hard of hearing. During these clinical appointments, parents are counseled on the realities associated with having a child with hearing loss, the importance of acknowledging the hearing loss, understanding the relationship between hearing and language development, psychological, and social-emotional, and educational aspects of hearing loss. Our clinical audiologists strive to develop a partnership with the parents of children who are deaf and hard of hearing. Through this partnership, clinical audiologists can encourage parents to make positive choices, set realistic expectations for listening, language and literacy outcomes, and support families in their commitment to following prescribed routines, and foster adherence to amplification recommended.

Our speech-language pathologist and educational specialist counsel families when needed during speech-language intervention, auditory verbal therapy sessions and educational counseling appointments. We incorporate the use of a 'teach back' method offering parents an opportunity to demonstrate their new skills and new understandings. When needed the therapists will role-play with parents, rehearsing conversations that build parental confidence and personal motivation to advocate for the child's comprehensive needs. During therapy sessions, we practice troubleshooting equipment, and practice the use of self-advocacy skills across different contexts. We acknowledge that there may be a learning curve and at times, conversations with parents will be iterative.

The Caruso Family Center's approach is collaborative. We (clinical audiologists, speech-language pathologists and educational specialist) seek to include parents as partners during clinical conversations; we respect all families. We demonstrate understanding and compassion for the families we serve. We understand that this may be an unfamiliar experience and that families will have questions throughout the family journey. We commit to presenting as many options as we feel are professional responsible withholding judgment when parents make decisions and consistently demonstrate positive regard. We build bridges with community service providers to build a network of support for children and their families our the ten-county service area.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2022

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company		NAIC # 19437
INSURED University of Southern California, a corporation 3434 S Grand Ave CAL 120-H Los Angeles, CA 90089	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W25637164

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"/> COMMERCIAL GENERAL LIABILITY <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:			019210509	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			019210509	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

This Voids and Replaces Previously Issued Certificate Dated 07/06/2022 WITH ID: W25369727.

Re: Professional Training

Date: 8/16/2022 6.0 hours training

OXNARD SCHOOL DISTRICT is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030	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 

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-144 – Gopher Sport (DeGenna/Prater)

Gopher Sport will provide SPARK PE Professional Development for Oxnard School District Physical Education teachers during the 2022-2023 academic year as follows:

- October 10, 2022 – Grades K-2 & Grades 3-5

FISCAL IMPACT:

Not to exceed \$15,000.00 – Educator Effectiveness Block Grant

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics and the Associate Superintendent, Educational Services that the Board of Trustees approve Agreement #22-144 with Gopher Sport.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-144, Gopher Sport \(13 Pages\)](#)
- [Quote #QT87439 \(2 Pages\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-144

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of October 2022 by and between the Oxnard School District (“District”) and Gopher Sport (“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 **October 6, 2022 through October 10, 2022** (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 Fifteen Thousand Dollars and No Cents (\$15,000.00), 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 [X] 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 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)
- d. 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: Julie Prater
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Gopher Sport
2525 Lemond Street SW
Owatonna, MN 55060-0998
Attention: Brian Hull
Phone: (800) 533.0446
Fax: (800) 451.4855

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.** JULIE PRATER shall be in charge of administering this Agreement on behalf of the District. The Administrator 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

GOPHER SPORT:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-144

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-144

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED QUOTE #QT87439, DATED 8/29/2022

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED QUOTE #QT87439, DATED 8/29/2022

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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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 #22-144

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-144

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$15,000.00

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 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 \$15,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-144

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-144

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 #22-144

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 #22-144

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-144

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).

Consultants 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, **GOPHER SPORT**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Quote

Quote #: QT87439

Quote Date: 29-Aug-2022

Expire Date: 31-Oct-2022

Contact Name: Julie Prater

Sales Manager: Brian Hull

brianhull@sparkpe.org

Tel: 855-500-3623

Fax: 507-446-2219

Ship To:

Oxnard Elementary School Dist
514 W. WOOLEY ROAD
Oxnard CA 93030
United States

Shipping Contact:

Bill To:

Oxnard Elementary School Dist
1051 S A St
Oxnard CA 93030
United States

Billing Contact:

Quote Total:

\$10,396.00

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-408 SPARK PE K-2 Professional Development - Starter	2	0	09-Sep-2022	\$1,999.00	\$3,998.00
56-412 SPARK PE 3-6 Professional Development - Starter	2	0	26-Sep-2022	\$1,999.00	\$3,998.00
T00004 SPARK Travel 4	2		29-Aug-2022	\$1,200.00	\$2,400.00

Note: Requested PD date of October 10, 2022. There would be two simultaneous PDs happening at one time in the AM and two simultaneous PDs happening at one time in the PM.



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT87439



Quote

Quote #: QT87439

Quote Date: 29-Aug-2022

Expire Date: 31-Oct-2022

Subtotal:	\$10,396.00
Shipping, Handling & Processing:	\$0.00
Estimated Sales Tax :	\$0.00
Quote Total:	\$10,396.00

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT87439

AGENCY CUSTOMER ID: 00009014

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Christensen Group		NAMED INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-146 - Action Preparedness Training (DeGenna/Jefferson)

Glenda C. Mahon of Action Preparedness Training will provide OSHA and EMSA compliant CPR/AED and First Aid training to Special Education staff on October 10 & 11, 2022. Certification is valid for 2 years, and classes typically run from 4-6 hours.

FISCAL IMPACT:

The cost is \$58 per person, total amount not to exceed \$11,600.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-146 with Action Preparedness Training.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-146, Action Preparedness Training \(13 Pages\)](#)
- [Proposal \(1 Page\)](#)
- [Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-146

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of October 2022 by and between the Oxnard School District (“District”) and Action Preparedness Training (“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 **October 6, 2022** through **October 11, 2022** (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, including reimbursement for actual expenses, shall not exceed Eleven Thousand Six Hundred Dollars (\$11,600.00), 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 [X] 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) 385.1509

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-98

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-146

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***SEE ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***SEE ATTACHED PROPOSAL**

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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A.	
B.	
C.	
D.	

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 #22-98

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-146

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

**TOTAL FEE NOT TO EXCEED \$11,600.00 (\$58.00 per OSD staff member)

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 \$11,600.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-146

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, Nurses, Therapists	\$1,000,000
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 #22-98

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 #22-98

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-146

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, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal for Oxnard School District
Special Education Department

Sept 1, 2022

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

- A. Dates of Service: As needed during the 2022-2023 school year
- B. Cost: \$58 per OSD staff member
- C. Instructor fee

Additional Instructors are provided based on the number of projected students in each class. Instructor fees are included in the quoted per student cost, except that in the event that 5 or more of the projected number of students do not attend, an initial fee of \$150 dollars will be charged, with an additional \$150 for each increment of 10 students that do not attend. For example, if 100 students are projected to attend and only 95 show up, a \$150 instructor fee will be applied. If less than 90 attend, a fee of \$300 will be charged. If less than 80 attend the fee will be \$450, etc. The instructor fee is intended to cover the cost of excess instructors and will replace the \$58 per student fee for students that do not attend

Glenda Mahon-EMT
Owner

[805] 340-6333



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

04/23/22

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (OG94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 4/23/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0270279679	POLICY PERIOD From: 04/23/22 to 04/23/23 at 12:01 AM Standard Time
Named Insured and Address: Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156			Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com	
Medical Specialty: Basic/Intermediate EMT		Code: 80723		Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

General Liability

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 326.00

Base Premium \$326.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Glenda C Mahon

Master Policy #: 188711433

Policy #: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-147 – Learning Without Tears (DeGenna/Fox)

Learning Without Tears will provide virtual Professional Development to Transitional Kindergarten (TK) general and special education teachers to implement the previously purchased and district adopted curriculum “Getting Set for School Pre-K Curriculum”.

Training Dates: October 6, 2022 and October 27, 2022

FISCAL IMPACT:

Not to exceed \$1,200.00 – UTK Planning & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-147 with Learning Without Tears.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-147, Learning Without Tears \(2 Pages\)](#)
[Quote #Q-37528 \(2 Pages\)](#)

OSD AGREEMENT #22-147

Sponsoring Organization: _____

Contact Name: _____ Email: _____

Street Address: _____

City, State, Zip: _____

Office Phone: _____ Ext: _____ Cell Phone: _____

Billing Contact Name: _____ Billing Email: _____

Billing Address (**where final bill should be sent**): _____

Billing City, State, Zip: _____

Professional Services Information

Information will be finalized once a presenter has been confirmed by Learning Without Tears and the agreement has been countersigned.

Requested Date: _____

Requested Hours: _____ to _____

Type: _____

Requested Date: _____

Requested Hours: _____ to _____

Type: _____

For Learning Without Tears Use Only

Professional Services Fee: _____

(valid for 6 months from date of issue)

Date Issued: _____

Quote # _____

1. In the event the training changes (date or time), reschedules or cancels 10 days prior to the training date, the Sponsoring Organization be responsible for a \$150 rescheduling/cancellation fee in addition to the Professional Development Fee.
2. The Sponsoring Organization is not permitted to distribute virtual training links to any non-registered individuals or organizations. The Sponsoring Organization is not permitted to upload the virtual training recordings or handouts to any platform outside of their organization. The Learning Without Tears assets must remain within the Sponsoring Organization's platform.
3. Force Majeure: Neither LWT nor the Sponsoring Organization shall be liable for any failure to perform its obligations when such failure is as a result of Acts of Nature (Including but not limited to fire, flood, earthquake, storm or hurricane), war, invasion, act of foreign enemies, terrorist activities, government sanction, labor dispute, strike, lockout or interruption, or failure of electricity or telephone service.

Consented and agreed to by:

_____ Date: _____
Sponsoring Organization Representative

Title: **Lisa A. Franz, Director, Purchasing**

_____ Date: _____
Learning Without Tears Training Representative

LEARNING Without Tears®

Prepared For

Oxnard

Quote Number: Q-37528**Quote Date:** 8/30/2022**Valid Through:** 9/29/2022**Ship To**

Shipping Name: Oxnard
Shipping Address: 514 W Wooley Rd
Oxnard, California 93030
United States

Bill To

Billing Name: Oxnard
Billing Address: 1051 S A St
(if different) Oxnard, California 93030
United States

Primary Contact

Name: Katherine Leppaluoto
Title: TK/K TOSA Teacher Support
Phone: 8053851501
Email: kleppaluoto@oxnardsd.org

Digital Products Administrator

Name:
Title:
Phone:
Email:

Sales Contact

Name: Marguerite Pollard
Phone: (916) 799-8703
Email: marguerite.pollard@lwtears.com

PO Number:

Special Instructions**Ordering Options:**

- Order online at LWTears.com
- Please submit your authorized Purchase Order with this Quote via online upload, email or mail:
Online Upload: <http://www.LWTears.com/support/submit-purchase-order>
eMail: <mailto:emailorders@LWTears.com>
Mail: Learning Without Tears
806 W. Diamond Ave. Suite 230
Gaithersburg, MD 20878
- To pay by credit card, please call Customer Care at 888.983.8409 and press extension 1. If possible, please have your quote number handy as a reference.
Thank you for choosing Learning Without Tears to support you!

LEARNING Without Tears®

Product Code	ISBN	Description	Grades	List Price	Your Price	Quantity	Total
ZXVIRTMOD		One Virtual Modular Training - Professional Development	NA	\$1,200.00	\$1,200.00	1	\$1,200.00
Subtotal Before Discount							\$1,200.00
Total Savings							\$0.00
Subtotal							\$1,200.00
Estimated Shipping and Handling Within US:10% of subtotal (\$6.50 minimum); AK, HI, APO/FPO:15% of subtotal (\$7.50 minimum); Outside US: 15% of subtotal (\$20.00 minimum)							\$0.00
Estimated Sales Tax (if not tax exempt) For all states excluding AK, DE, MT, NH and OR, please add appropriate state and local tax based on delivery address. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.							
TOTAL							\$1,200.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-148 – Mind Research Institute (DeGenna/Prater)

Mind Research Institute will provide onsite/in-person professional learning on ST Math for OSD TK-8th grade teachers and families during the 2022-2023 school year.

Term of Agreement: October 6, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$26,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics & Physical Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-148 with Mind Research Institute.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-148, Mind Research Institute \(13 Pages\)](#)
- [Quote #00010696 \(7 Pages\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-148

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of October 2022 by and between the Oxnard School District (“District”) and Mind Research Institute (“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:

- 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.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 6, 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.
- 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.
- 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 Twenty-Six Thousand Dollars and No Cents (\$26,000.00), 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. 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 [X] 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 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. 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: Julie Prater
Phone: (805) 385.1501 x2321
Fax: (805) 486.6084

To Consultant: MIND Research Institute
5281 California Avenue, Suite 300
Irvine, CA 92617
Attention: Emily Young
Phone: (949) 345.8346
Fax: (847) 840-2050
Email: eyoung@mindresearch.org

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.** JULIE PRATER 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

MIND RESEARCH INSTITUTE:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 33-0798804

- Not Project Related
- Project #22-148

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-148

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED QUOTE #00010696

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED QUOTE #00010696

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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

None.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

None.

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 #22-148

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-148

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$26,000.00

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:

E. Line items for all materials properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$26,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-148

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, Nurses, Therapists	\$1,000,000
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 #22-148

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 #22-148

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-148

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).

Consultants 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, **MIND RESEARCH INSTITUTE**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



**Mathematically Equipping Students
to Solve the Most Challenging Problems**

Oxnard School District
and
MIND Research Institute

Professional Learning Plan
2022-2023



	Beginning of Year	Mid Year	End of Year
TEACHERS	PL100 - Getting Started for Teachers New to ST math	PL104 - ST Math for Returning Teachers Modeling Days TK & MS	PL107 - Enhancing Instructional Practices with Puzzle Talks
COACHES	Focus: Successful Implementation	Focus: Facilitating Math Discourse	Focus: Modeling Puzzle Talks
ADMINISTRATORS	Admin Introduction to ST Math and Goal Setting	Data Driven & Priority Standard Check-In	Creating a Jiji Culture
FAMILIES	Back to School Letters	PL400 - Family Workshop	Ventura County Math Week

Professional Learning Plan *Tentative Date Ideas*

September: [Fun Spirit Jiji Launch Day](#) and Parent Welcome Letters

October: Admin Intro to ST Math (60 minutes onsite coffee-chat or Virtual)

October: PL 100 New Teacher to ST Math (Upgrade Onsite 120 minutes X2)

October: PL 104 Returning Teachers (By Local School Pairs X10 Onsite 60-120 minutes)

October-Nov: 4 Onsite Modeling/Consulting Days (6 Hour + after school debrief) TK & MS

Coach Cohort Nov: Schools Launched, Family Workshop Promo, & Aligning Instruction

November Parent Conferences: PL 400 Family Workshop (60 min Virtual w/ district translator)

End of Nov: Admin Review Q1 Data and Priority Standards (Virtual)

Coach Cohort Dec/Jan: Return from Break Strong, Math Discourse

Jan/Feb: PL 107 Puzzle Talks Virtual options & (Upgrade Onsite 120 minutes) X2

Jan/Feb: TK Q&A and Consulting, Middle Q&A and Consulting (Virtual)

Coach Cohort April/May: Data & End of Year Celebration, Supporting Extended Learning

May: Prepare District Data Report for End of Year

Upgrade to Onsite Professional Development: 14 Sessions, \$14,000

Onsite Modeling Days and After School Consulting and Debrief: Four Days, \$12000

Virtual Sessions: From 22-23 Annual Renewal Contract (Minus the 14 upgraded to Onsite)

Admin and Coaching Cohort, Courtesy of MIND Research Institute



5281 California Avenue, Suite 300
Irvine CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Created Date 8/30/2022
Quote Number 00010696
Expiration Date 10/31/2022
Partnership Manager Emily Young
Partnership Manager Email eyoung@mindresearch.org
Renewal Rep Mary Jane Smith
Renewal Rep Email mjsmith@mindresearch.org

Bill To Name OXNARD SCHOOL DISTRICT
Bill To 1051 S A ST
OXNARD, CA 93030-7442
United States

Ship To Name OXNARD SCHOOL DISTRICT
Ship To 1051 S A ST
OXNARD, CA 93030-7442
United States

Product	Quantity	Detail Description	Total Price
Upgrade to Onsite Professional Learning	14.00	Upgrade to Onsite Professional Learning - Sessions upgraded to be delivered onsite/in-person by professional learning specialist	USD 14,000.00
Professional Learning - Onsite (Day)	4.00	1 Day of Instructor-Led Onsite Professional Learning at School or District Site. - Due to travel costs, the minimum purchase for onsite professional learning is 1 day. - To maximize instructional effectiveness, classes are capped at 25 participants. - Events that require consultant air travel must be booked two weeks in advance. If we accept a traveling engagement with less than two weeks notice, a \$500 late booking fee will be assessed. - Professional learning days must be used within 12 months from the date of purchase.	USD 12,000.00

Subtotal USD 26,000.00
Grand Total USD 26,000.00

Prepared By Emily Young
Email eyoung@mindresearch.org

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.



Foundations of ST Math

PL100

Introduction to ST Math

Foundations of ST Math is an in-depth learning opportunity for those new to ST Math. Participants will immerse themselves in a variety of hands-on experiences that will teach them how ST Math works. Educators will come away with a plan to effectively implement the program with their students.

Learning Objectives: Participants will be able to:

- Play ST Math games to discover how learning happens in ST Math.
- Support students in ST Math.
- Create a plan to introduce ST Math to students.
- Set goals and monitor students in ST Math.

Audience Year 1 ST Math educators

Prerequisite ST Math educator account must be created prior to training.

Duration Virtual: 90-minute session
On-site: 2-hour session

Participants Virtual: 50 participant maximum
On-site: 25 participant maximum/session



Maximizing your ST Math Implementation

PL104

Deepen ST Math practices for returning schools

Learning Objectives: Participants will be able to:

- Explore new features and resources
- Develop rhythms to support success
- Extend learning with math discourse (A)
 - Teacher guided Problem Solving
 - Engagement strategies
- Create a positive classroom culture with ST Math (B)
 - Student Accountability
 - Social Emotional Learning

Audience ST Math Educators with at least one year of experience

Prerequisite PL100 and 102

Duration Virtual: 90-minute session (all objectives)
60-minute session (Choose A or B)
On-site: 2-hour session (all objectives)
90-minute session (Choose A or B)

Participants Virtual: 50 participant maximum
On-site: 25 participant maximum/session



Using Tools with ST Math

PL107

In this workshop participants will learn how to use math tools effectively to enhance the ST Math experience.

Topic Progression: *Each topic builds upon the previous.*

1. Use embodied cognition and math tools to recreate feedback.
2. Use math tools you already have to deepen conceptual understanding during whole group facilitation.
3. Incorporate math tools into the ST Math routine to build capacity and independence.

Audience ST Math Educators with at least one year of experience

Prerequisite PL100 and 102

Duration Virtual: 30-minute (Topic 1), 60-minute (Topics 1 & 2), or 90-minutes (Topics 1, 2, & 3)
On-site: 60-minute (Topic 1), 90-minute (Topics 1 & 2), or 120-minutes (Topics 1, 2, & 3)

Participants Virtual: 50 participant maximum
On-site: 25 participant maximum/session

Family Workshop

PL400

Engage parents, guardians, and care-givers in ST Math

Develop a strong family connection to support student success in ST Math. In this workshop, families have the chance to learn about ST Math’s unique approach to learning math and why it is important in developing a deep conceptual understanding of mathematics.

Learning Objectives: Families will:

- Discover how learning occurs in ST Math.
- Support students working in the program from home.
- Uncover how to view student progress.
- Locate additional resources for ST Math at home.

Audience Families of ST Math students

Prerequisite None

Duration On-site 1-hour
Virtual Flexible - see topics →
• two 30-minute sessions
• one 60-minute session

Session Topics (15 minutes each)

- What is ST Math?
- How is my student doing in ST Math?
- How can I support my student?
- Celebrating Success

Participants Virtual: 50 participant maximum
On-site: 25 participant maximum/session



Customized ST Math Support

PL101

Flexible options to support, strengthen and amplify your implementation.

ST Math Consulting

Targeted ST Math implementation support, great for PLCs, math teams, and instructional coaches. The consulting sessions are customized to address areas of need identified by participants or administration.

Example Topics:

- Interpreting ST Math data
- Supporting students
- Increasing usage
- Using ST Math as an instructional tool
- ST Math resources in the classroom
- Differentiating and using assignments

Audience Any

Prerequisite PL100

Duration Virtual* or on-site: Timing is flexible, ideally 45-60 minutes. Up to six sessions in one day.
*Additional charges may apply.

Additional Details Two planning options:

1. Participants complete a brief survey prior to the sessions to identify areas of interest and greatest need. Sessions are customized to meet the needs of each group of participants. [Preview Survey](#)
2. Administrators can choose the topics based upon implementation goals and understanding of school or district needs.

Classroom Modeling

Participants will observe Professional Learning Specialists modeling ST Math best practices in the classroom with students and reflect upon how they can incorporate strategies into their practice.

Modeling Options:

- Puzzle Talks
- Student Facilitation
- ST Math Introduction
- Writing in ST Math

Audience Any

Prerequisite PL100

Duration On-site only
Varies: 15-45 minutes per classroom, time to either introduce or debrief Puzzle Talks

Additional Details Participants will be provided with recording sheets to reflect upon their observations. A time to introduce or debrief Puzzle Talks is essential for impact.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2022

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).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203 License#: 0726293 MINDRES-01	CONTACT NAME: Star Metry PHONE (A/C, No, Ext): 818.539.8623 E-MAIL ADDRESS: Star_Metry@ajg.com	FAX (A/C, No): 818.539.8723	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MIND Research Institute 5281 California Avenue, Suite 300 Irvine CA 92617	INSURER A: Berkley Regional Insurance Company		29580
	INSURER B: Syndicate 2633/623 at Lloyd's		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1594195277

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.

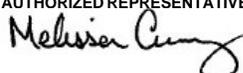
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
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							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC 7014674-13	5/8/2022	5/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Tech E&O & Cyber Liability Claims-Made Form Retro Date: 1/8/2016			W2ED29220201	5/8/2022	5/8/2023	Per Claim Aggregate Retention	\$5,000,000 \$5,000,000 \$25,000

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

Policy: Abuse & Molestation
 Policy Term: 5/8/2022 to 5/8/2023
 Policy #: B0621PMIND001722
 Carrier: Underwriters at Lloyd's London
 Per Claim: \$1,000,000, Aggregate:\$3,000,000, Retention:\$15,000
 RE: Project #21-210

District, and its respective elected and appointed officers, officials, employees and volunteers are named additional insured on General Liability and Auto See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED MIND Research Institute 5281 California Avenue, Suite 300 Irvine CA 92617	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability with respect to the operations of the named insured. The insurance provided in the Commercial General Liability policies are primary and any other insurance shall be excess only and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-150, SPSG Inc. (DeGenna/Nocero)

SPSG Inc. will support Oxnard School District with the implementation and evaluation of the Learning Communities for Success Grant (LCSSP). SPSG Inc. will submit requested information to fulfill all reporting requirements and will conduct workshops and presentations related to the grant. Satisfaction surveys and/or specifically designed evaluation tools will be given to the participants at each workshop/activity and reported on a monthly basis.

Term of Agreement: October 6, 2022 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$180,000.00 – Learning Communities for Success Grant (LCSSP)

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-150 with SPSG Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-150, SPSG Inc. \(14 Pages\)](#)

OSD AGREEMENT #22-150

**OXNARD SCHOOL DISTRICT
Oxnard, California**

**AGREEMENT OF CONSULTANT SERVICES BETWEEN THE
OXNARD SCHOOL DISTRICT AND
SPSG, INC.**

The Oxnard School District (hereinafter referred to as the "Administrative Agent"), whose address is 1051 South A Street, Oxnard, CA 93030, and *SPSG, Inc.* (hereinafter referred to as the "Agency"), whose address is 731 Trappers Point, Fort Collins, CO, 80524, hereby enter into this contract. For purposes of this contract, the term "parties" means the Administrative Agent and the Agency collectively. The Administrative Agent and the Agency, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions as attested by their signatures below:

ARTICLE I

Time Performance

This contract shall be in effect from October 6, 2022 through June 30, 2025, unless this contract is suspended or terminated pursuant to ARTICLE IX prior to the termination date.

ARTICLE II

Scope of Work

The purpose of this Contract is for the above aforementioned parties to implement the LCSSP Grant according to the evaluation plan. (Attachment A)

- A. Subject to terms and conditions set forth in this contract and any attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), Administrative Agent agrees to purchase, and the Agency agrees to furnish, eligible individuals those specific services detailed in this agreement.
- B. The Agency represents that the Agency and services to be provided are in compliance with the LCSSP grant and further represents that the staff assigned to perform the duties as outlined in Attachment A will possess the education, abilities, skills and experience appropriate to undertake the tasks

OXNARD SCHOOL DISTRICT
Oxnard, California

proposed in Attachment A, and will practice within the limits of their professional training and competence.

- C. All Evaluation activities will provided by an employee of SPSSG, Inc.

ARTICLE III
Compensation for Services

- A. Unless revised or terminated pursuant to the provisions as set forth in this Contract, this Contract shall remain in full force and be effective for the period of October 6, 2022 through June 30, 2025. The parties to this Contract mutually agree that this Contract will automatically terminate at 12:00 Midnight, June 30, 2025.
- B. As compensation for performance hereunder, the Administrative Agent shall pay the Agency a fixed fee price in the amount of \$180,000 for work performed as described in Attachment A in this Agreement.
- C. Reimbursement for services will be done monthly based upon the payment schedule (Attachment B). Monthly reimbursement requires the completion of all required activities and deliverables as outlined in the Scope of Work and submission of an invoice by the Agency. Payment will be made based upon completion of services and invoiced amounts sent to the attention of the Chief Business Officer of the Administrative Agent, and subject to approval of the Administrative Agent's Board of Education, as required under California State law.
- D. The Agency agrees to accept the above amounts as full payment for the services to be performed under this Contract.
- E. Reimbursement for services is contingent on the following:
 - a. Availability of funds from the state of California.
 - b. Administrative Agent approval for the dispensing of the LCSSP funds.

OXNARD SCHOOL DISTRICT
Oxnard, California

- F. All payments for the Agency's services shall come from state grant funds, and the parties expressly agree that no such payments will be made from the general fund of the Administrative Agent.

ARTICLE IV
Independent Contractor and Assignment

- A. The Agency hereby acknowledges and agrees that it is an independent contractor of Administrative Agent, and that neither the Agency nor its employees shall be considered employees of Administrative Agent. The Agency agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Contract. The Agency further agrees that as an independent contractor that it assumes all responsibility for any state, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this Contract.
- B. The Agency certifies that all approvals, licenses or other qualifications necessary to conduct business in California have been obtained and are operative.

ARTICLE V
Conflict of Interest and Ethics Laws

The Agency hereby covenants that neither the Agency nor any officer, member or employee of the Agency has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

OXNARD SCHOOL DISTRICT
Oxnard, California

ARTICLE VI
Equal Employment Opportunity

In carrying out this agreement, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.11 of the Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

ARTICLE VII
Records, Documents and Information

- A. The Agency shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all expenditures of any nature made in the performance of this contract. Such records may be subject to inspection for the audit required by the Subsidy Agreement between the state of California and Oxnard School District.

- B. The Administrative Agent is required to submit to the state of California reports. The Agency will submit any requested information on the date and in the format determined by the Administrative Agent to fulfill reporting requirements.

- C. The Agency will provide a monthly report of the number of LCSSP related program workshops and presentations conducted. Satisfaction surveys and/or specifically designed evaluation tools will be given to the participants at each workshop/activity and reported on a monthly basis.

OXNARD SCHOOL DISTRICT
Oxnard, California

ARTICLE VIII

Non-Disclosure of Personal Health Information and Student Records

All medical records will be safeguarded with confidentiality as required by law. Agency further agrees to abide by all confidentiality and non-disclosure requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g for all student records.

ARTICLE IX

Amendments, Suspension, Termination, Breach or Default

- A. This contract shall be modified or amended by written agreement and with the express written approval by authorized representatives of the Administrative Agent and the Agency.
- B. Any inaction by the Administrative Agent for a breach of this Contract by the Agency shall not constitute a waiver of the breach.
- C. In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Contract, and fails to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Contract by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date that the notice of termination is delivered.
- D. The parties further agree that in the event of cessation or reduction of state funding for the grant, this Contract will be terminated immediately (upon cessation), or otherwise modified (upon reduction) to reflect the change in funding. If the Contract is terminated under this sub-section, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date of termination.

OXNARD SCHOOL DISTRICT
Oxnard, California

ARTICLE X
Limitation of Liability and Indemnification

Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties. The Agency further agrees to indemnify, defend and hold harmless Administrative Agent from any liability, claims or demands resulting from the actions or inactions of Agency.

ARTICLE XI
Drug Free Workplace

The Agency shall comply with all applicable state and state rules, regulations and statutes pertaining to a drug free workplace. The Agency shall make a good faith effort to ensure that all employees of the Agency do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

ARTICLE XII
Construction

IN WITNESS THEREOF, the Administrative Agent and the Agency have executed this agreement as of the day and year first above written. The persons signing hereunder represent that they have full authority to do so on behalf of their respective party.

This Contract shall be governed by the laws of the State of California.

Any provision of this Contract which is found to be unlawful will be struck such that the remainder of the Contract may be enforced.

OXNARD SCHOOL DISTRICT
Oxnard, California

SPSG, INC.

OXNARD SCHOOL DISTRICT

Stacey Newton, President
731 Trappers Point
Fort Collins, CO 80524
917-589-6093

Lisa A. Franz
Director, Purchasing

Date: _____

Date: _____

OXNARD SCHOOL DISTRICT
Oxnard, California

Attachment A

See Attached Narrative from LCSSP Application

ATTACHMENT A

Alignment with LCAP OSD’s LCSSP programs and activities complement and enhance the actions and services identified in our LCAP, which encompasses all twenty-one (21) school sites. **3.A OSD’s LCAP Goals, Actions, and Services Are Supported by Our LCSSP Grant** OSD’s LCAP goals are aligned with the programs to be funded through our LCSSP grant initiative. Goal #2: “Ensure all students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.” Goal #2 has four actions relevant to this grant: 2.1: Improve opportunities for student connectedness; 2.2: Improve student attendance; 2.3: Provide social and emotional supports; and 2.4: Reduce suspensions and expulsions. Goal #3 “Increase parent involvement and enhance student engagement through a variety of enrichment opportunities.” Our LCSSP programs to enhance and increase home visits and provide additional workshops and training related to attendance and trauma-informed care are aligned with this LCAP goal. The remaining outcomes and associated services and activities for Goals #2 and #3, as well as all other goals in our LCAP report, are related to increasing academic achievement. While these do not directly map to our LCSSP grant program, we believe that a positive school climate directly impacts all outcomes for students and is the foundation for ensuring students reach their academic potential. The measurable outcomes for this goal and supporting activities are delineated in the chart below. Activities positively impact all outcomes and therefore are not aligned to any one specific measure. Our LCSSP activities expand and complement existing LCAP activities.

Measurable Outcomes	LCAP Activities	LCSSP Activities
Decrease in suspension rates	<ol style="list-style-type: none"> 1. Individual and group counseling services for at-risk students. 2. Transportation for Foster Youth/Homeless so that they can remain in their home school and participate in before and after-school programs. 3. Expand opportunities for students to participate in clubs and sports programs. 4. Full-time Attendance Technicians at all school sites. 5. Support for district SARB from County of Ventura. 6. MTSS leverages the principles of Rtl and PBIS and further integrates a continuum of tiered system-wide resource, strategies, structures, and practices to offer a comprehensive and responsive framework for addressing barriers to student learning. 7. School Counselors and Outreach Specialists 8. 1 Licensed Marriage and Family Therapist (LMFT) to support intensive student needs. 	<ol style="list-style-type: none"> 1. Expand counseling services by hiring one (1) additional LMFT 2. Hiring one (1) School-Community Outreach Coordinator 3. Hiring one part-time Parent Educator 4. Hiring one (1) Case Manager for Foster/Homeless students 5. Hiring one Evidence-based Intervention Coordinator to support: MTSS, PBIS, Rtl, and new programs under LCSSP: Restorative Practices and Peace Circles. 6. Implementation of Attention 2 Attendance (A2A) management software

	<p>9. Social Emotional Services Specialist provides one-on-one support to students with behavioral issues.</p> <p>10. Substance use disorder treatment from Palmer Drug Abuse Prevention Program</p>	<p>7. Mentoring program for at-risk youth</p> <p>8. Implement Restorative Practices</p> <p>9. Expand substance use disorder treatment</p>
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Measurements of Outcomes

4.A Expected Annual Measurable Outcomes in the LCAP, Including Base Year Data, to Be Used to Assess the Impact of the Grant Program

The following goals and measurable outcomes from our LCAP will be used to determine the impact of our LCSSP grant program. All baseline data is based on 2021-22 school year data, except where noted. Targets were determined by analyzing the research and effectiveness of the programs and activities included in our LCAP and LCSSP program grant and are aligned to the expected results based on program delivery with fidelity. **All outcomes are to be achieved by June 30, 2025.**

Goal 1: Increase Attendance and Graduation Rates

Outcome 1.1: Increase the attendance rate by 2.03%, as measured by district attendance reports. (Baseline data*: 96.05; Y1: 94%, Y2: 96% and Y3: 98%.)

Outcome 1.2: Decrease chronic absenteeism by 61.04%, as measured by district attendance reports. (Baseline data*: 15.4%; Y1: 12%, Y2: 9% and Y3: 6%.)

Outcome 1.3: Decrease suspensions rates by 400%, as measured by district discipline records. (Baseline data*: 0.1%; Y1: 2.5%, Y2: 1.5% and Y3: 0.5%). Note the suspension rate for the 2020-21 school year was impacted by COVID. Our pre-Covid data indicated a rate of 3.2%. Our target is aligned with our LCAP report even though it's higher than the baseline from this school year.

Goal 2: Improve School Climate

Outcome 2.1: Increase the number of students who report a sense of belonging at school by 55.17%, as measured by the Panorama Student Survey. (Baseline data: 58%; Y1: 65%, Y2: 80% and Y3: 90%.)

Outcome 2.2: Increase the number of staff members who report a positive school climate by 21.43%, as measured by the Panorama Teacher & Staff Survey. (Baseline data: 70%; Y1: 75%, Y2: 80% and Y3: 85%.)

Outcome 2.3: Increase the number of parents who report that their child(ren)'s school encourages parents to be active partners in the education of their child(ren) by 34.33%, as measured by the Panorama Family-School Relationships Survey. (Baseline data: 67%; Y1: 75%, Y2: 80% and Y3: 90%.)

Outcome 2.4: Increase the number of students who report their school is a supportive and inviting place for students to learn by 21.62%, as measured by the Panorama Student Survey. (Baseline data: 74%; Y1: 80%, Y2: 85% and Y3: 90%.)

Outcome 2.5: Increase the number of students who report their school sets high standards for academic performance for all by 31.58%, as measured by the Panorama Student Survey. (Baseline data: 57%; Y1: 59%, Y2: 70% and Y3: 75%.)

Outcome 2.6: Increase the number of students who report that nearly all adults in their school believe every student can be a success by 29.03%, as measured by the Panorama Student Survey. (Baseline data: 62%; Y1: 68%, Y2: 75% and Y3: 80%.)

Outcome 2.7: Increase the number of students who report that their school encourages opportunities for students to decide things by 57.89%, as measured by the CSCS. (Baseline data:38%; Y1: 45%, Y2: 53% and Y3: 60%.)

* 2020-21 School Year Data

4.B Additional Local Measures, Including Base Year Data, to Be Used to Assess the Impact of the Grant Program

The baseline data is based on 2021-22 data for each measure. Data collection methods are described in section 4.C. **All outcomes are to be achieved by June 30, 2025.**

Goal 3: Increase School Safety and Connectedness

Outcome 3.1: Increase the percentage of students reporting a high level of developmental assets at school by 21.15%, as measured by the Panorama Student Survey (Baseline data: 57.78%; Y1: 62%, Y2: 67% and Y3: 70%.)

Outcome 3.2: Decrease the percentage of students victimized by bullying behavior by 35.40%, as measured by the Panorama Student Survey. (Baseline data: 23.22%. Y1: 21%, Y2: 19% and Y3: 15%.)

Outcome 3.3: Decrease the percentage of students who report being in a physical fight on school campus by 37.61%, as measured by the Panorama Student Survey. (Baseline data: 11.22%; Y1: 10%, Y2: 8% and Y3: 7%.)

Outcome 3.4: Increase the percentage of students feeling safe and very safe at school by 23.65%, as measured by the Panorama Student Survey. (Baseline data: 68.74%; Y1: 73%, Y2: 80% and Y3: 85%.)

Outcome 3.7: Decrease the number of students who report feeling so sad or hopeless that they stop doing regular activities for two weeks or more by 61.54%, as measured by the Panorama Student Survey. (Baseline data: 13%; Y1: 10%, Y2: 8% and Y3: 5%.)

Outcome 3.8: Decrease the number of students who report missing school due to safety concerns at school or on their way to school by 38.27%, as measured by the Panorama Student Survey. (Baseline data: 8.10%; Y1: 7%, Y2: 6% and Y3: 5%.)

4.C Methodology for Data Collection

OSD will measure and report student and program outcomes associated with the goals of our LCSSP grant. The data reported will include expected and actual outcome data from the LCAP, as well as the additional metrics aligned with our LCSSP grant activities. OSD will contract with Strategic Partner Schools Group, our local evaluator, to perform a comprehensive evaluation of our LCSSP grant program. Strategic Partner Schools Group has extensive experience evaluating state and federal grant programs, and has provided OSD evaluation services since 2019. They will use mixed-methods (process, fidelity) for the outcome evaluation, as well as to ensure an ongoing review of the project's progress and a thorough assessment of its overall effectiveness. Their evaluation plan will be thorough, feasible and appropriate to the goals and objectives of our program and will include both formative process evaluation and annual summative reviews. Our evaluation approach is designed to collect, analyze and draw upon high-quality and timely data, including data on program participant outcomes, in accordance with privacy requirements, to improve practices within the framework of the evidence-based programs and service delivery. The mixed-method approach combines qualitative and quantitative techniques to significantly enhance the validity of the evaluation. Sources of quantitative data include: service delivery logs (collected monthly); school records (collected

quarterly) (discipline, attendance, academic); crime data (collected monthly); and results from the Panorama surveys (collected annually). Sources of qualitative data (collected in real time) include: open-ended surveys; interviews; focus groups; observations; and pre- and post-surveys from program participants. Combining qualitative and quantitative methods will increase the depth of our information and provide performance feedback, enabling us to make critical mid-course corrections and program adjustments in a timely manner. Outcome measures will be evaluated using a pre/post method to gauge our success in meeting our objectives for both interim and final grant evaluation reports. The data collection methods will allow an evaluation for all OSD students as well as subgroup populations. OSD will report on the identified metrics for all pupils, as well as each significant student subgroup, for the base year of 2021-22 as well as each of the three years funded by the grant. The survey tools selected in measuring the impact of our grant program produce valid and reliable results. Psychometric studies have shown that the Panorama survey scales have a high degree of reliability. Other research likewise shows that confidential surveys like the Panorama have a high degree of validity in student answers, even with sensitive questions. Panorama is composed of four interrelated surveys: 1) Student Voice that captures student feedback through surveys about teaching, learning, and classroom experiences; 2) School Climate to better understand the factors that foster safe, social, and positive learning environments at school; 3) Teacher and Staff Voice to support productive and professional conversations between teachers, staff, and school leaders; and 4) Family & Community Engagement that promote healthy family-school relationships and engage stakeholders in our community. These surveys provide schools and districts with critical information about the learning and teaching environment, the health and well-being of students, and support for parents, school staff and students that foster learning and school success.

4.D OSD has the Capacity to Collect Data on Our Identified Outcome Measures

Existing procedures are in place to collect and report on student outcomes, including academic, attendance and behavior. In 2014, OSD expanded our data collection and analysis abilities with the Panorama suite of surveys to reflect school and district climate. The Panorama system is the most comprehensive school data effort of its kind in the nation. It assesses key indicators linked to success in school, career and life. Panorama comprises four surveys (see 4.C), which are designed and tested to gather feedback from students, family members, teachers and staff. Subgroup populations (socioeconomically disadvantaged, English Language Learners, students with disabilities, foster/homeless youth and racial/ethnic student subgroups) will be identified using the Panorama reporting system, as well as referrals for services through our Pupil Services (mental health, substance use, etc.) program. Panorama is a web-based information system designed to help school personnel consult office referral data when identifying student interventions. Panorama facilitates each school's ability to track individual performance and review progress on a regular basis in a systematic manner. Schools are in turn able to identify students who are (a) making adequate progress, (b) at some risk of failure if not provided extra assistance, or (c) at high risk of failure if not provided specialized supports. Each school site is responsible for the integrity of data entered into the Panorama system. The Panorama system collects demographic student information, which allows us to report on outcome data. For all outcomes listed in sections 4.A and 4.B, we will include additional data on progress towards meeting goals by subgroups, in addition to the aggregate data

and goals listed above. In addition to the district-level reports, OSD purchases school-level reports that allow a focused, local assessment of strengths and issues. Existing protocols include detailed crime data, which is collected monthly by the Oxnard Police Department and the Ventura County Sheriff's Department. Process data will be collected, analyzed and distributed monthly by SPSG. Outcome data will be collected, analyzed and distributed by SPSG annually. The annual outcome data and progress towards each objective will also include the 12-month aggregate of all process data.

4.E Interim and Final Outcome Data Will Drive Changes in Programs and Practices

Data reported by OSD in the interim and final grant reports will include expected and actual outcome data from the LCAP as well as the additional metrics aligned with our LCSSP grant activities. See section 4.A and 4.B for the metrics used for these measures. This outcome data will be used to identify and implement changes in programs and practices directed toward reducing truancy and supporting students who are at risk of dropping out or school or victims of crime. In our evaluation plan, we will include a logic model created by SPSG explicating the mechanisms through which we will achieve desired outcomes. Evaluation results and the outcome data in the interim and final reports will be shared with the Coordinating and Advisory Council and other stakeholders to allow for corrective action in programs and practices to meet our intended outcomes. Our program objectives include benchmarks that enable us to monitor our progress and reflect the annual increases anticipated as our project matures and service delivery becomes more refined. We will use short-term performance indicators to assess progress towards long-term intended outcomes, as well as annual benchmarks to chart actual progress against targeted progress. Evaluation methods such as surveys, interviews and focus groups will be used to assess short-term changes in students' behavior and academic performance logically linked to long-term outcomes. We will also conduct a pre/post analysis on the impact of specific programs for targeted students. As an example, we will collect and analyze data for all students who participate in at least 50% of the sessions for the Big Brothers Big Sisters to assess changes in attendance, behavior and academics by comparing data prior to joining, during the period of participation and one year after the participation has ended. This method will be utilized for Tier 2 and Tier 3 interventions provided under the LCSSP grant program. SPSG will assess and document the degree of fidelity and variability in expected/unexpected and planned/unplanned program implementation. SPSG will also compare fidelity across sites, establish validity for the relationship between the interventions and the outcomes, measure the extent to which components of the project are responsible for outcomes, and demonstrate the relationship between program context and program processes.

OXNARD SCHOOL DISTRICT
Oxnard, California

Attachment B

Payment Schedule

September 15, 2022	10,000
October 15, 2022	10,000
December 15, 2022	10,000
February 15, 2023	10,000
April 15, 2023	10,000
June 15, 2023	10,000
September 15, 2023	10,000
October 15, 2023	10,000
December 15, 2023	10,000
February 15, 2024	10,000
April 15, 2024	10,000
June 15, 2024	10,000
September 15, 2024	10,000
October 15, 2024	10,000
December 15, 2024	10,000
February 15, 2025	10,000
April 15, 2025	10,000
15-Jun-25	10,000
Total	180,000

OSD BOARD AGENDA ITEM

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

Date of Meeting: October 05, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-151, Renaissance Learning, Inc. (Aguilera-Fort)

On June 22, 2022, the Board of Trustees approved Agreement #22-45 with Renaissance Learning, Inc. (“Renaissance”), for Renaissance to provide the logistics and support to translate a selection of literature in Mixteco as part of the Oxnard Mixteco Language Preservation Project.

Agreement #22-151 is presented to request the Board’s approval of the book titles that were selected pursuant to the approval of Agreement #22-45. There is no additional cost associated with Agreement #22-151.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-151 with Renaissance Learning, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-151, Renaissance Learning Inc. \(10 Pages\)](#)

RENAISSANCE®

LICENSE AND DISTRIBUTION AGREEMENT

This License and Distribution Agreement (the "Agreement") is entered into as of the last date of signature below ("**Effective Date**"), by and between Renaissance Learning, Inc., a Wisconsin corporation ("**Distributor**"), and Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030 ("**Publisher**").

RECITALS

WHEREAS, Distributor provides software platform to educational markets for literacy, assessment, and practice of academic skills (the "**Distributor Service**");

WHEREAS, the Distributor Service features content from Distributor, its Affiliates and other content providers, and Distributor desires to add other publishers to this platform to enhance the offerings to its customers;

WHEREAS, Distributor has the rights to translate the content listed on Exhibit A, which consists of book titles and related Intellectual Property Rights;

WHEREAS, Publisher is willing to translate text and audio for the content listed on Exhibit A;

WHEREAS, Distributor is willing to convert, reproduce, record, encode, transmit, copy, display and distribute the translated Exhibit A Localized Content (as defined below) via the Distributor Service; and

WHEREAS, Distributor and Publisher now desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Distributor and Publisher, intending to be bound, agree to the following terms and conditions:

AGREEMENT

1. **Definitions.** The following words shall have the meanings set forth below, unless otherwise defined elsewhere in this Agreement:

"**Affiliate**" means any company or entity that controls, is controlled by or is under common control with a Party. The term "controlling," "controlled by," or "under common control with" means either the beneficial ownership, or outright ownership of more than fifty percent (50%) of the affiliate or business entity itself or the affiliate's or business entity's securities, or units if a limited liability company.

"**Comprehensive Package**" means a content package offered to Customers which includes the Distributor Base Package, the Publisher Add-On Package, and content from other content providers.

"**Confidential Information**" means any oral, written, graphic or machine-readable information of either Party which is not generally known by third parties and which is disclosed to the other Party under this Agreement either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects. Confidential Information may also include information disclosed to a Party by a third party on behalf of a Party and designated in writing as confidential. Confidential Information includes, without limitation: trade secrets; computer code; business plans; intellectual property development plans; agreements with customers, suppliers and other third parties; product and service information; customer information; know-how; processes; and sales, marketing and/or finances of the disclosing Party.

"**Customer**" means a school or other third party that enters into an agreement with Distributor for the Distributor Service, which includes rights to the Localized Content.

"**Customer Contract**" means an agreement between a Customer and Distributor, whereby the Customer subscribes to the Distributor Service, and such service includes rights to the Localized Content.

“Distributor Base Package” means the standard digital content from Distributor and Affiliates which is offered as a standard package to customers subscribing to the Distributor Service.

“Intellectual Property Rights” means collectively, all rights to and under patent, trade secret rights, copyright, trademark, logos, service marks, trade name, trade dress, know-how and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing, inclusive of any and all protectable ideas, concepts, content, inventions, discoveries, developments, designs, methods, modifications, improvements, processes, etc. fixed, developed and/or discovered.

“Localized Content” means Distributor book titles set forth on Exhibit A, that are translated by Publisher for use in Publisher’s myON account, along with the related Intellectual Property Rights related thereto.

“Marks” means any trademarks (registered or unregistered), service marks, logos, designs, icons, characters, cover art, styles, trade names, and trade dress associated with Publisher and/or the Localized Content.

“Metadata” means, with respect to each Exhibit A Title: the title of the book, author name, short and long descriptions of the book, illustrator name, brand and series information, reading program levels, copyright information, publisher information, ISBN, original publication date, cover art and image, graphics, and any other information as is reasonably requested by Distributor.

“Party” and **“Parties”** means Distributor or Publisher, or both, as the context provides.

“Territory” means the world without geographic restrictions.

2. Grant of Rights.

a. Grant of Rights in Localized Content.

i. *General.* Publisher grants to Distributor and its Affiliates a non-exclusive, royalty-free license to convert, reproduce in digital format, record, encode, transmit, display, market, use, store, publish and distribute the Localized Content throughout the Territory via the Distributor Service.

b. Derivative Works. Notwithstanding subsection (a) above, all Modifications, derivative works, and other materials or works created by Distributor, its Affiliates or their respective agents, including, without limitation, the converted electronic files and flash files, processed PDF, audio files, time-code files, student specific version, quizzes, and any other materials generated by the Distributor’s conversion process relating to the Localized Content (the **“Derivative Works”**) shall be owned by Distributor, however, the Distributor shall not use Derivative Works in any manner other than as part of the Distributor Service. Distributor and its Affiliates retain all Intellectual Property Rights related to the Distributor Service, and any software application or other programs distributed in connection with the Distributor Service.

c. Grant of Rights in Marks. Publisher hereby grants to Distributor and its Affiliates a license to use, display, reference, show and demonstrate the Marks during the Term for the purpose of fulfilling Distributor’s obligations under this Agreement. Except for the limited use provided hereunder, Distributor hereby agrees that its use of any Marks of Publisher shall not create any right, title or interest in or to such Marks and that all goodwill associated with such Marks shall belong to and inure to the benefit of the Publisher.

d. Grants of Rights in Artwork. Publisher grants to Distributor and its Affiliates the non-exclusive right to use, display, reference, show, demonstrate, distribute and reproduce in the Territory cover art images, editorial descriptions and other promotional materials related to each Publisher Title (collectively, the **“Artwork”**) in Distributor’s and its Affiliates’ marketing and promotion of the Localized Content. Publisher further grants to Distributor and its

Affiliates the non-exclusive right to use the Metadata to market, promote, publicize, and advertise the Localized Content in the Territory.

3. **Delivery and Production.**

- a. **Publisher's Deliverables.** Promptly upon execution of this Agreement and throughout the Term, Publisher shall provide Distributor with the following for each Publisher Title:
 - i. a translation of the Localized Content
 - ii. an audio file of the narrated title
 - iii. a timely review of quality and testing of completed files; and
 - iv. the translated Metadata for each Publisher Title

In the event Publisher requests Distributor's assistance with the audio file, Distributor may assist Publisher in partnering with appropriate third-party vendors, or Distributor may provide its services at rates mutually agreed to by the Parties.

- b. **Project Manager.** Publisher shall designate and identify to Distributor an employee of Publisher to serve as the project manager for Distributor. The project manager shall, among other things, promptly respond to all inquiries from Distributor regarding the Localized Content. A mutually agreed upon project plan will be approved as a first step of this project. A sample project plan is attached as Exhibit B.
- c. **Distributor's Obligations.** Distributor shall perform the following tasks with respect to the Localized Content:
 - i. create a translation script file for each Title
 - ii. localize each Title using the translation and recorded audio from the Publisher to create a high-resolution PDF
 - iii. convert the PDF and audio recording files to a digital book for the Distributor Service;
 - iv. develop highlighting and reading scaffolds;
 - v. implement reasonable and customary measures to secure each Publisher Title from unauthorized use, sharing, or copying; and
 - vi. provide technical support to Customers.
- d. **Product Content.** Each digital book created by Distributor shall meet the functionality requirements of the Distributor Service.

4. **Promotion and Sale.**

- a. **Press Release.** Neither Party shall issue any press release or similar public announcement about this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.
- b. **Offering of Localized Content.** The Localized Content shall be offered by Distributor and its Affiliates to its Customers in packages determined by Distributor in its sole discretion.
- c. **Pricing of Localized Content.** The Localized Content will be available for sale at a price set by Distributor to other Distributor Customers outside of those named by the Publisher.

5. **Royalty Payments.** During the Term, no royalties will be paid to either Distributor or Publisher.

6. **Payment and Accounting.** Outside of a separate purchasing agreement, no payments are part of this Agreement.

7. **Representations and Warranties.**

- a. By Publisher. Publisher represents and warrants that: (i) it has the full, right, power and authority to enter into this Agreement and to grant the rights granted to Distributor and its Affiliates herein; (ii) any limitations or restrictions on the rights of Publisher with respect to the Localized Content have been accurately disclosed to Distributor in writing in a timely manner; (iii) the Localized Content and all Marks, the Artwork, the Metadata and other Intellectual Property Rights associated with or necessary to publish, reproduce, or otherwise commercially exploit the Localized Content as contemplated herein are all owned by Publisher; (iv) the Localized Content, Marks, the Artwork and Metadata contain no libelous or unlawful material or instructions that may cause harm or injury and do not and will not infringe upon or violate any copyright, patent, trademark, trade secret or other Intellectual Property Right or privacy right of others; (v) it shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement; and (vi) it has not assigned, pledged, or otherwise encumbered the rights to the Localized Content, and the Localized Content are free of liens and encumbrances.
- b. By Distributor. Distributor represents and warrants that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) it shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement.
- c. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED FOR IN THIS SECTION, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTY HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE OR MERCHANTABILITY.
- d. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY DAMAGES OR COSTS ARISING PURSUANT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, OR FOR A BREACH OF THE RESTRICTIVE COVENANTS SET FORTH IN SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LOCALIZED CONTENT, MARKS, ARTWORK, METADATA AND OTHER SERVICES AND/OR PRODUCTS SUPPLIED HEREUNDER, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF DISTRIBUTOR UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ROYALTY PAYMENTS PAID HEREUNDER BY DISTRIBUTOR IN THE TWELVE (12) MONTHS PRECEDING THE PUBLISHER'S KNOWLEDGE OF ANY CLAIM OR POTENTIAL CLAIM.

8. Indemnification.

- a. By Publisher. Publisher shall defend, indemnify and hold harmless Distributor, its Affiliates and their respective directors, officers, shareholders, employees and agents from and against any claims, liabilities, losses, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs, associated with or arising out of: (a) a breach of any representation or warranty by Publisher and (B) a claim that the sale, distribution or use of the Localized Content by Distributor or its Affiliates in accordance with this Agreement infringes any third party copyright or other intellectual property right or other proprietary right of a third party.
- b. By Distributor. Distributor shall defend, indemnify and hold harmless Publisher, and its directors, officers, shareholders, employees and agents from and against any claims, liabilities losses, damages, costs, and expenses including, but not limited to, reasonable attorneys' fees and costs associated with or arising out of: a breach of a representation or warranty by Distributor.

9. Term and Termination.

- a. Term. The term of this Agreement shall begin as of the Effective Date and shall remain in effect until the Publisher myON license expires.
- b. Termination Due to Breach. Either Party may terminate this Agreement by giving written notice of termination to the other Party in the event of the other Party's material breach of this Agreement, when such breach continues uncured for a period of sixty (60) days following the breaching Party's receipt of the non-breaching Party's written notice of such breach.
- c. Post Termination Obligations. In the event of termination or expiration of this Agreement: (a) Distributor shall, within sixty (60) days after the end of the calendar quarter in which the termination occurred, issue a final copy of the PDF ebook to the Publisher; (b) Distributor and its Affiliates shall continue to retain the right to display, market, use, store, publish and distribute the Localized Content, Marks, Artwork and Metadata for the remainder of any Customer Contract that includes the Localized Content as stated in Section 4; and (c) Distributor shall eliminate the converted files, flash files and Derivative Works relating to the Localized Content, except to the extent needed to satisfy its obligations under a Customer Contract.

10. **Confidentiality; Restrictive Covenants; Code of Conduct**.

- a. Confidentiality Obligations.
 - i. General Obligations. Except as expressly and unambiguously allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. Upon termination of this Agreement, or upon request of the Disclosing Party, subject to Section 9(c), the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party, all documents and media containing such Confidential Information, and any and all copies or extracts thereof, or destroy such Confidential Information as directed by the Disclosing Party, provided, however, Receiving Party shall be allowed to maintain copies of Confidential Information pursuant to its backup or archival policies or procedures, which copies will remain subject to the confidentiality obligations set forth herein.
 - ii. Permitted Disclosure. Each Party may disclose Confidential Information to its employees only to the extent necessary to fulfill each Party's obligations under this Agreement, provided that those employees are bound to confidentiality obligations at least as restrictive as those set forth herein. Each Party may disclose Confidential Information to its Affiliates and subcontractors, provided that parties receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those set forth herein.
 - iii. Exceptions to Confidential Information. The Receiving Party will not be obligated under this Section 11 with respect to information the Receiving Party can document:
 - 1. is or has become readily publicly available without restriction through no fault of the Receiving Party or its employees or agents;
 - 2. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;
 - 3. was rightfully in the possession of the Receiving Party prior to its disclosure by the other Party; or
 - 4. was independently developed by employees of the Receiving Party without access to Disclosing Party's Confidential Information.

Notwithstanding the foregoing, Confidential Information may be disclosed by the

Receiving Party pursuant to a judicial order, governmental regulation, regulatory authority or statutory requirement, provided that the Receiving Party, subject to what is permitted under the applicable law or regulation, either (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (b) obtains, if possible, a written assurance from the competent judicial, regulatory or governmental entity that it will afford the Confidential Information the highest level of protection afforded under the applicable law or regulation. Disclosure under this paragraph shall not relieve the Receiving Party of its obligations of confidentiality generally under this Agreement.

- b. Non-Competition & Reverse Engineering. During the Term of this Agreement and for two (2) years thereafter, Publisher shall not compete with Distributor or its Affiliates in the Territory in the business of operating an online reading platform that measures reading levels and/or personalizes reading for users; provided this shall not affect or impair Publisher's right to license the rights to the Localized Content to other third parties. Publisher shall not at any time reverse engineer or otherwise attempt to copy or replicate the Distributor Service.
- c. Code of Conduct. Publisher will adhere to internationally recognized social and ethical standards and comply with the Distributor's Supplier Code of Conduct (available <http://doc.renlearn.com/KMNet/R60961.pdf>) while performing its obligations under this Agreement.

11. General.

- a. Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties and supersedes all previous and/or inconsistent agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the Parties unless made in writing and duly signed by both Parties.
- b. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provision will be fully severable; (b) in lieu of such illegal, invalid or unenforceable provision, there will be added as a part of this Agreement a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent, purpose and economic benefit of such illegal, invalid or unenforceable provision; (c) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- c. Waiver. A failure of any Party to exercise any right given to it hereunder, or to insist upon strict compliance by the other Party of any obligation hereunder, shall not constitute a waiver of the first Party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any Party of a particular default by another Party shall not be deemed a continuing waiver so as to impair the aggrieved Party's rights in respect to any subsequent default of the same or a different nature
- d. Governing Law. This Agreement shall be governed by the laws of state of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of this Agreement shall be an appropriate state or federal court located in Wisconsin.
- e. Dispute Resolution. If a dispute arises between the Parties relating to the interpretation or performance of this Agreement, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.

- f. Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (1) delivered in person, (2) deposited in the United States mail, postage prepaid or (3) via a recognized national delivery service, such as UPS, FedEx or DHL, to the address set forth on the signature page hereto. Such address may be changed from time to time by either Party providing written notice to the other in the manner set forth above.
- g. Captions. The captions that head certain Sections and paragraphs in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.
- h. Assignment. The rights and obligations of Publisher under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the Distributor. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.
- i. No Third-Party Beneficiaries. This Agreement is between Distributor and Publisher. Other than Distributor's Affiliates, no third-party beneficiaries are intended.
- j. Force Majeure. In the event of an issue that causes either Party's delay or failure to perform its obligations under this Agreement due to acts of God and natural disasters (each, a "**Force Majeure**"), the affected Party will: (i) promptly give the other Party notice in writing of the Force Majeure; (ii) use all reasonable efforts to mitigate the effects of the Force Majeure upon that Party's performance of its obligations under this Agreement; and (iii) promptly resume performance of its obligations after the Force Majeure has passed. The affected Party may terminate this Agreement with immediate effect in the event that a Force Majeure continues for more than 39 days.
- k. Survival of Terms. The rights and obligations which by their nature are intended to survive expiration or termination of this Agreement will survive, including but not limited to Section 3 (Ownership), Section 4 (Payment Terms), Section 5 (Term & Termination), Section 7 (Confidentiality), Section 9 (Warranties), Section 10 (Indemnification), Section 11 (Miscellaneous).
- l. Duplicates, Originals, Counterparts. This Agreement and any Exhibits thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- m. Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the parties are valid. Each Party may scan and electronically preserve this Agreement and all other documents related to this Agreement. All documents that have been scanned and stored by a Party are treated as original documents for all purposes.
- n. Independent Contractor. The Parties agree that their relationship hereunder is that of independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party. Neither Party's officers nor employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Oxnard School District

Renaissance Learning, Inc.

By: _____

By: _____

Name: **Lisa A. Franz** _____

Name: _____

Title: **Director, Purchasing** _____

Title: _____

Date: _____

Date: _____

RENAISSANCE®

EXHIBIT A

Localized Content

I Am Respectful

I Am Responsible

Little Tiger Picks Up

Duck Goes Potty

Pig Takes A Bath

Snack Time for Cow

Bear Says "Thank You"

Mouse Says "Sorry"

Penguin Says "Please"

Little Lion Shares

Little Monkey Calms Down

Busy Truck

Fast Truck

Se me cayó un diente (Missing Tooth, The)

Max va en el autobús (Max Goes on the Bus)

Max va de compras (Max Goes Shopping)

Max va a la peluqueria (Max Goes to the Barber)

Max va a la Escuela

Max va de paseo

Max va al Dentista

Max celebrates 5 de Mayo

Nap Time for Kitty

Monster Knows Numbers

I See Summer

Play Time for Puppy

RENAISSANCE®

EXHIBIT B

Project Plan

1- Contact Information

Publisher Project Manager: Jessica Vaughan Jessica.Vaughan@renaissance.com (715) 424-3636

Renaissance Project Manager: Alberto Mendoza a2mendoza@oxnardsd.org

Name

Email

Phone Number

2- Responsibilities and Project Plan

The Publisher (Oxnard) Shall...	Renaissance Shall...
Select titles from the shared list	Provide a title list for selection purposes
Translate metadata about the selected titles in a format provided by Renaissance (includes title and summary, along with other potential information).	Provide file specifications for translations and Audio, a metadata template, and a secure FTP site.
Send all files through the secure FTP site access provided by Renaissance.	Review submitted files within 5 working days to approve or reject.
Ensure all content files meet the Renaissance requirements.	For translation projects – create a script file for Publisher to complete for each title.
For translation projects – translate the text of the book and include in the Renaissance provided script file.	Create PDF book spreads of the title to be added to myON. For translation projects, the file will be available for testing.
For translation projects – test the book spreads, and upon approval, narrate the title during an audio session.	Convert PDF book spreads to an interactive digital title by combining with audio files.
Send complete audio files in the Renaissance specifications.	Make required corrections to books.
Provide final testing and approval of books.	Publish the digital myON version to a secured collection that is enabled for Publisher and licensed Customers.

3- Proposed Timeline

Day 1	Oxnard signs license and distribution agreement, along with separate purchase order, and completes Exhibit A (list of translation titles)
Day 30	Renaissance provides translation template for each selected title
Day 120	Oxnard returns completed translation templates for all titles
Day 150	Renaissance provides PDF copies of translated titles
Day 180	Oxnard reviews PDFs and provides corrections updates
Day 210	Renaissance provides finalized PDFs and audio script
Day 260	Oxnard returns completed audio files for translated text
Day 290	Renaissance provides test myON books for Oxnard's review and approval
Day 320	Oxnard provides corrections and testing results for each title, and Renaissance updates
Day 350	Final files are live in Oxnard's myON account

OSD BOARD AGENDA ITEM

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

Date of Meeting: October 05, 2022

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #22-158 – Leadership Associates (Aguilera-Fort)

Leadership Associates will assist the district with conducting an executive search for the position of Assistant Superintendent, Business & Fiscal Services.

Term of Agreement: October 6, 2022 through June 30, 2023

FISCAL IMPACT:

\$17,000.00 plus advertising costs – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-158 with Leadership Associates.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-158, Leadership Associates \(2 Pages\)](#)



SERVICE AGREEMENT

LEADERSHIP ASSOCIATES

www.leadershipassociates.org

449 W. Foothill Blvd., #427

Glendora, CA 91741

(916) 520-4951

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **5th day of October 2022** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **OXNARD SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct an executive search as delineated in the attached Summary of Services. Position: Assistant Superintendent, Business and Fiscal Services

The District agrees to pay the Contractor **SEVENTEEN THOUSAND DOLLARS (\$17,000) plus advertising costs** for services provided. Payment is to take place upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

**Remittance payable/forwarded to: Leadership Associates
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741**

The Contractor is to perform the above services beginning October 6, 2022.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-0383653

DISTRICT:
OXNARD SCHOOL DISTRICT

By: _____

By: _____

Name: David Verdugo, Ed.D.

Name: Lisa A. Franz

Title: Lead Consultant

Title: Director, Purchasing

Date: _____

Date: _____



FEE AND SUMMARY OF SERVICES

**OXNARD SCHOOL DISTRICT
POSITION: ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES**

TOTAL FEE TO CONDUCT SEARCH: \$17,000 PLUS ADVERTISING COSTS

This fee includes:

- All meetings with the Superintendent and designated staff as needed
- Publishing and announcement of position description
- Acceptance of applications and responding to all inquiries regarding position
- Advertisement and consultant expenses
- Recruitment of candidates and extensive background checks
- Supporting the Superintendent for the interviews, including draft questions and final selection of candidate
- Contacting candidates that did not get an interview
- Acting as an advisor to the Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-141 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department during the 2022-2023 academic school year.

Term of the Agreement: August 1, 2022 through June 30, 2023

FISCAL IMPACT:

Total not to exceed \$100,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-141 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-141, Inclusive Education & Community Partnership \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-141

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of October 2022 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“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:

- 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.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 1, 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.
- 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.
- 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 One Hundred Thousand Dollars (\$100,000.00), 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 [X] 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: 805.385.1509

To Consultant: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Elizabeth Sinklier
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: elizabeth@iecp.us

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:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-141

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-141

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED RATE SHEET**

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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
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 #22-141

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-141

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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 \$100,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-141

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, Nurses, Therapists	\$1,000,000
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 #22-141

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 #22-141

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-141

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, **INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808

Email: elizabeths@iecp.us

Fax: (805) 985-7623

2022-2023 Ventura County SELPA RATES Prepared for Oxnard USD

Consultation (Simi Valley Only):	\$	118.65
Consultation:	\$	165.00
Federal Mileage for Consult per mile (2022)	\$	0.585
BII (Behavior Intervention Implementation):	\$	57.63
BID (Behavior Intervention Development):	\$	115.18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2022

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).

PRODUCER Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013	CONTACT NAME: Denise Reece PHONE (A/C, No, Ext): (805) 965-0071 E-MAIL ADDRESS: Denise.Reece@bbrown.com	FAX (A/C, No): (805) 690-3200	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Inclusive Education And Community Partnership 2300 Roosevelt Ave Oxnard CA 93035	INSURER A: AmGUARD Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Master

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"/> COMMERCIAL GENERAL LIABILITY <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:			C1GP200732	04/20/2022	04/20/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							General Aggregate	\$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			C2GP200586	04/20/2022	04/20/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C2GP200313	04/20/2022	04/20/2023	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	SEXUAL ABUSE & MOLESTATION CLAIMS MADE			C1GP200732	04/20/2022	04/20/2023	Each Occurrence	\$1,000,000
							Aggregate	\$3,000,000

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

Evidence of Insurance Only.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard CA 93030	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
--	---

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-143 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

Ventura County Office of Education/SELPA will provide Home/Hospital Instructional Teaching Services to the Special Education Department during the 2022-2023 school year.

Term of Agreement: July 1, 2022 through June 30, 2023

FISCAL IMPACT:

\$18,000.00 - 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 Agreement #22-143 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-143, Ventura County Office of Education \(2 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION
AGREEMENT FOR SPECIAL EDUCATION TEACHING SERVICES
2022-2023

This agreement is entered into this by and between the **Ventura County Office of Education**, hereinafter referred to as COUNTY, and **Oxnard School District**, hereinafter referred to as DISTRICT.

WITNESSETH

1. COUNTY, for and in consideration of the payments to be made to COUNTY by DISTRICT, as hereinafter set forth, does hereby agree to provide Nursing services to the DISTRICT as requested by the DISTRICT, to the extent possible based on COUNTY staffing availability.
2. DISTRICT agrees to reimburse COUNTY at a daily rate based on the salary, benefits and related cost of staff (Home/Hospital Instructional Teaching AS NEEDED) assigned to provide DISTRICT services as detailed below.
3. DISTRICT will reimburse COUNTY within 30 days of receipt of an invoice for said services. COUNTY may invoice semi-annually, a mid-year estimate and end of year actual; or, may elect to invoice at the end of the year after all actual costs are calculated.
4. DISTRICT and COUNTY each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.
5. DISTRICT agrees to defend, indemnify and hold harmless County, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with District negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of VCOE or any of its employees or agents.
6. COUNTY agrees to defend, indemnify and hold harmless DISTRICT, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with COUNTY negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the

negligence or wrongful acts or omissions of DISTRICT or any of its employees or agents.

7. COUNTY agrees to comply with and observe all the provisions of Federal Law, California Administrative Code Title 5, California Education Code, relating to the services provided to students of DISTRICT.
8. DISTRICT agrees to notify COUNTY on or before March 1, of each fiscal year, of their intent to continue this agreement with COUNTY for the subsequent year.
9. This agreement shall be in effect for the 2022-2023 fiscal year and shall continue in force until cancelled by either party giving the appropriate notice as specified in item 8 above.

TEACHING SERVICES

COUNTY will provide Home/Hospital Instructional Teaching to DISTRICT based on the following rates:

\$116.27 per hour

\$813.88 per day

\$148,125.76 per FTE

DISTRICT has agreed to Home/Hospital Instructional Teaching on an AS NEEDED basis for the 2022-2023 fiscal year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Oxnard School District

By: _____
Lisa A. Franz, Director, Purchasing

Date _____

Ventura County Office of Education

By:  _____
Lisa Cline, Executive Director, Internal Business Services

Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 05, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-145 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements 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:

RR103108	\$26,562.75	JN090409	\$18,323.75
IH081410	\$15,381.25	DG052310	\$31,652.22
DP010810	\$35,352.80	AC080310	\$31,538.25
SR112811	\$74,249.44	JM111710	\$114,300.00 (ASL)
IO111109	\$16,318.58		

FISCAL IMPACT:

\$363,679.04 - 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 #22-145 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$363,679.04.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-145, Ventura County Office of Education \(9 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 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.

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 **7/1/2022 (IEP date~1/12/2022)** 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: 2021-2022 1/21/2022-6/15/2022 (ESY: 6/20/2022-6/30/2022)	UPCOMING: 2022-2023 (ESY: 7/1/2022-7/15/2022) 8/17/2022-1/12/2023
ESTIMATED COSTS:	\$ _____	+ \$ <u>26,562.75</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 \$ 26,562.75



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 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 **7/1/2022** (IEP date~10/22/2021) 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: 2021-2022 8/24/2021-6/15/2022 (ESY: 6/21/2022-6/30/2022)	UPCOMING: 2022-2023 (ESY: 7/1/2022-7/15/2022) 8/17/2022-10/22/2022
ESTIMATED COSTS:	\$ _____	+ \$ 15,381.25

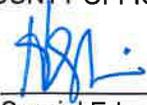
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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 \$ 15,381.25



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 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.

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 7/1/2022 (IEP date~1/13/2022) 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) ESTIMATED COSTS:	CURRENT: <u>2021-2022</u> <u>1/16/2022-6/10/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>)	+	UPCOMING: <u>2022-2023</u> (ESY: <u>7/1/2022-7/8/2022</u>) <u>8/17/2022-1/13/2023</u> \$ <u>35,352.80</u>
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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 \$ 35,352.80



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 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.

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 7/1/2022 (IEP date~9/24/2021) 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>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	2/11/2022-6/10/2022 (ESY: 6/13/2022-6/30/2022)	(ESY: 7/1/2022-7/8/2022) 8/17/2022-2/10/2023
ESTIMATED COSTS:	\$ _____	+ \$ <u>74,249.44</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 \$ 74,249.44



For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 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 **7/1/2022 (IEP date~12/15/2021)** 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: 2021-2022	UPCOMING: 2022-2023
	1/10/2022-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2021-10/21/2022
ESTIMATED COSTS	\$ _____	+ \$ <u>16,318.58</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 \$ 16,318.58

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 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 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 **7/1/2022** (IEP date~1/14/2022; 5/24/2022) 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: 2021-2022	UPCOMING: 2022-2023
	1/15/2022-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2022-11/4/2022
ESTIMATED COSTS:	\$ _____	+ \$ 18,323.75

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 _____

Accepted By: ASR

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 18,323.75



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 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.

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 7/1/2022 (IEP date~5/27/2022) 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
(ESY: 7/1/2022-7/8/2022)
8/22/2022-1/31/2023

UPCOMING: 2023-2024

ESTIMATED COSTS:

\$ 31.652.22

+

\$ _____

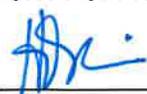
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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 \$ 31.652.22



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 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.

AC080310

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 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 in the classroom for 330 minutes a day and 60 minutes during transportation for a total of 390 minutes daily. ESY will be provided at 240 minutes a day in the classroom and 60 minutes during 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-day 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 7/1/2022 (IEP date~1/12/2022) 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>2021-2022</u> 1/22/2022-6/15/2022 (ESY: 6/20/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/15/2022) 8/17/2022-1/12/2023
ESTIMATED COSTS	\$ _____	+ \$ <u>31,538.25</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 \$ 31,538.25



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 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.

JM111710

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 for ESY and Foster School for the 22/23 School Year, both are special education programs 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 ASL interpreter performing special circumstance educational support for ESY at Dwire for 240 minutes daily. Services at Foster through out the school day for 1,650 minutes weekly. ESY will be calculated at 240 minutes daily at Foster.

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 7/1/2022 (IEP date) 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
	(ESY: 7/1/2022-7/8/2022) 8/17/2022-6/15/2023 (ESY: 6/19/2023-6/30/2023)	
ESTIMATED COSTS:	\$ 114,300.00	+ \$ TBD

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 \$ 114,300.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 05, 2022

Agenda Section: Section D: Action Items

Approval of a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 School Year (Carroll)

As there is a statewide substitute teacher shortage and the District has been unable to recruit enough teacher substitutes who have met their basic skills requirement, the District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford to serve as a Substitute Teacher for the 2022-23 school year until Mr. Crawford meets the California Basic Educational Skills Test (CBEST) requirements.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver for a 30-Day Substitute Basic Skills Requirement Waiver for Kerry Crawford for the 2022-23 school year, as detailed above.

OSD BOARD AGENDA ITEM

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

Date of Meeting: October 05, 2022

Agenda Section: Section D: Action Items

Interview Provisional Appointment Candidate for Trustee Area One (1) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (Aguilera-Fort)

The Board of Trustees will interview candidates for provisional appointment to fill the current vacancy in Trustee Area One (1). Following, the Board will consider approval of the provisional appointment and administer the Oath of Office. The selected candidate will hold office until the next regularly scheduled Statewide General Election for governing board members, which will take place on November 5, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees interview candidates for provisional appointment and consider approval to fill a vacancy as outlined above.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 05, 2022

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:

- September 21, 2022 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: [September 21 2022 Board Meeting Minutes \(8 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services

MINUTES

REGULAR BOARD MEETING

Wednesday, September 21, 2022

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

September 21, 2022

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:03 p.m.

Present: Trustees Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Interim Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Evelyn Miramontes, 4th grade student in Ms. Baird-Mayeda's class at Marina West, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Sophia Reyes, 3rd grade student in Ms. Martinez's class at Marina West School, read the district's Vision Statement in English and Spanish. Daveena Jimenez, 4th grade student in Ms. Fries-Hostka's class at Marina West School, read the district's Mission Statement in English. Jesus Vera, 5th grade student in Ms. Laraia's class at Marina West School, read the district's Mission Statement in Spanish.

A.4. Presentation by Marina West School

Ms. Elva Gonzales-Nares, Principal, provided a presentation about Marina West School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-44 Adoption of Agenda as Presented

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.6. Study Session - Process for Provisional Appointment of Trustee (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, and Ms. Nitasha Sawhney, district counsel, provided information regarding the process for filling the existing Trustee Area 1 vacancy via provisional appointment. The process will be presented for the Board's approval during the Action section of the meeting.

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

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 7:08 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 Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:08 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

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 # 22-45 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Secunder: Debra Cordes

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

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Shea/Aguilera-Fort)

For Dr. Karling Aguilera-Fort, Superintendent, Dr. Ana DeGenna, Associate Superintendent, Educational Services, and Dr. Ginger Shea, Director, Enrichment and Specialized Programs, to attend the 2022 National Summer Learning Association (NSLA) conference in Washington, DC, October 24 through October 26, 2022, in the amount not to exceed \$9,000.00, to be paid from ELOP funds.

C.2. Enrollment Report (Mitchell)

As presented.

C.3. Approval of the Revised Oxnard School District 2021/22 Year-end Unaudited Actuals Financial Report (Mitchell/Crandall Plasencia)

As presented.

C.5. Establishment and Abolishment of Positions (Carroll/Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Agreement #22-136 – Building Block Entertainment (DeGenna/Rubin)

To provide two performances of “Bye, Bye, Bully”, an anti-bullying school assembly program, on September 23, 2022, in the amount of \$995.00, to be paid out of Supplemental Concentration Funds.

C.7. Approval of Agreement #22-138 – Building Block Entertainment (DeGenna/Blevins)

To provide two performances of “Stop, Think, Act”, an assembly program for elementary school students to teach them to think before they act and to make good decisions, on September 23, 2022, in the amount of \$795.00, to be paid out of Supplemental Concentration Funds.

C.8. Approval of Agreement #22-139 – 3E Consulting Group (DeGenna)

To design and deliver customized professional learning focused on building the instructional leadership/instructional rounds capacity of primarily site level administrators, school leadership, and/or classroom teachers, September 22, 2022 through June 30, 2023, in the amount not to exceed \$153,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

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

C.9. Ratification of Agreement/MOU #22-137, Ventura County Office of Education (DeGenna/Ruvalcaba)

To reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services as previously agreed and approved by VCOE Region 17, July 1, 2022 through June 30, 2023.

Section D: ACTION ITEMS

D.1. Approval of Process for Provisional Appointment of Trustee (Aguilera-Fort)

Subsequent to the information provided during the Study Session portion of the meeting, the Board of Trustees approved the process for the provisional appointment of a Trustee to fill the existing vacancy in Trustee Area 1.

Motion #22-46 Approval of Process for Provisional Appointment of Trustee

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- September 7, 2022 Regular Meeting

Motion #22-47 Approval of Minutes of Board Meetings as Presented – September 7, 2022 Regular Meeting

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of Board Policy BP 5131 Conduct (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, and Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to Board Policy BP 5131 Conduct for second reading and adoption.

Motion #22-48 Adoption of Revisions to Board Policy BP 5131 Conduct

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

F.2. Second Reading and Adoption of Board Policy BP 5145.12 Search and Seizure (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, and Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to Board Policy BP 5145.12 Search and Seizure for second reading and adoption.

Motion #22-49 Adoption of Revisions to Board Policy BP 5145.12 Search and Seizure

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- OSD Student Profile
- Superintendent Fellows Meeting
- Fremont Academy
- 9/11 Memorial Event at Frank
- Ritchen School
- San Miguel Back to School Night
- Soria Back to School Night
- National IT Professionals Day September 20
- California Native American Day September 23
- National Hispanic Heritage Month September 15-October
- 15 National Custodial Worker's Recognition Day October 2
- International Translation Day September 30 Dave Hornback
- Retirement
- Strategic Plan

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

Debra Cordes

- Congratulations to Dave Hornback

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

- 9/11 Memorial at Frank School
- Attended Fremont, Elm, Kamala, Curren, Soria, Driffill Back to School Nights
- Attended "El Grito" celebration at the Plaza Park
- Attended the meeting of the Superintendent Fellows

Monica Madrigal Lopez

- Attended several back to school nights, looks forward to more
- Encourages anyone who lives in Area 1 to apply for the Board vacancy
- would like to see a report on the enrollment by school

Veronica Robles-Solis

- thank you to Principal Gonzales-Nares for the Marina West presentation
- looks forward to attending upcoming back to school nights

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:32 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adjourn

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and

Secretary to the Board of Trustees

By our signature below, given on this 5th day of October, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 21, 2022, 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: October 05, 2022

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: October 05, 2022

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: October 05, 2022

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

Cordes ____, Madrigal Lopez ____, 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, September 30, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A